

NEGOTIATED AGREEMENT BETWEEN THE  
JOHNSTONVILLE TEACHERS ASSOCIATION  
AND THE  
JOHNSTONVILLE ELEMENTARY SCHOOL DISTRICT

**TABLE OF CONTENTS**

<b>ARTICLE 1</b>	
<b>AGREEMENT .....</b>	<b>3</b>
<b>ARTICLE 2</b>	
<b>RECOGNITION .....</b>	<b>3</b>
<b>ARTICLE 3</b>	
<b>DEFINITIONS .....</b>	<b>3</b>
<b>ARTICLE 4</b>	
<b>NEGOTIATIONS PROCEDURE .....</b>	<b>4</b>
<b>ARTICLE 5</b>	
<b>MAINTENANCE OF STANDARDS .....</b>	<b>5</b>
<b>ARTICLE 6</b>	
<b>DISTRICT RIGHTS.....</b>	<b>5</b>
<b>ARTICLE 7</b>	
<b>SAVINGS .....</b>	<b>5</b>
<b>ARTICLE 8</b>	
<b>STATUTORY CHANGES .....</b>	<b>6</b>
<b>ARTICLE 9</b>	
<b>GRIEVANCE PROCEDURE.....</b>	<b>6</b>
<b>ARTICLE 10</b>	
<b>PROFESSIONAL DUES AND PAYROLL DEDUCTIONS .....</b>	<b>9</b>
<b>ARTICLE 11</b>	
<b>ASSOCIATION RIGHTS .....</b>	<b>10</b>
<b>ARTICLE 12</b>	
<b>REASSIGNMENTS.....</b>	<b>12</b>
<b>ARTICLE 13</b>	
<b>EXTENDED SCHOOL PROGRAMS .....</b>	<b>15</b>

<b>ARTICLE 14</b>	
<b>EVALUATION.....</b>	<b>16</b>
<b>ARTICLE 15</b>	
<b>SALARY AND ADDITIONAL DUTY ASSIGNMENT COMPENSATION .....</b>	<b>18</b>
<b>ARTICLE 16</b>	
<b>HEALTH AND WELFARE BENEFITS .....</b>	<b>20</b>
<b>ARTICLE 17</b>	
<b>HOURS AND ADJUNCT DUTIES.....</b>	<b>20</b>
<b>ARTICLE 18</b>	
<b>SAFETY .....</b>	<b>22</b>
<b>ARTICLE 19</b>	
<b>LEAVES.....</b>	<b>23</b>
<b>ARTICLE 20</b>	
<b>CONSULTATION .....</b>	<b>29</b>
<b>ARTICLE 21</b>	
<b>ENGLISH LANGUAGE LEARNERS (ELL).....</b>	<b>30</b>
<b>ARTICLE 22</b>	
<b>PEER ASSISTANCE AND REVIEW.....</b>	<b>30</b>
<b>ARTICLE 23</b>	
<b>COMPLETION OF MEETING AND NEGOTIATING .....</b>	<b>34</b>
<b>ARTICLE 24</b>	
<b>PROFESSIONAL RIGHTS .....</b>	<b>34</b>
<b>ARTICLE 25</b>	
<b>PERSONNEL FILES.....</b>	<b>36</b>
<b>ARTICLE 26</b>	
<b>TERM.....</b>	<b>36</b>
<b>SIGNATURE PAGE.....</b>	<b>37</b>
<b>SCHEDULE OF APPENDICES.....</b>	<b>38</b>

## **ARTICLE 1 AGREEMENT**

- 1.1 This Agreement is made and entered into by and between the Board of Education of the Johnstonville Elementary School District, which together with its administrative staff and representatives shall be referred to in this Agreement as the “District,” and the Johnstonville Teacher’s Association, CTA/NEA, the certificated employees' exclusive representative, which together with its officers and representatives shall be referred to in this Agreement as the “Association.”
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549, of the Government Code which shall be referred to as the “EERA.”
- 1.3 This Agreement shall remain in full force and effect from July 1, 2020 until June 30, 2023.
- 1.4 Any individual contract between the District and a Unit Member shall be subject to and consistent with the terms and conditions of this Agreement.

## **ARTICLE 2 RECOGNITION**

- 2.1 The District recognizes the Association as the exclusive representative of all certificated employees excluding the administration and day-to-day substitutes.
- 2.2 The parties to this Agreement recognize that the duties and work performed by the certificated employees in the bargaining unit described above shall be performed only by Unit Members and shall not be subcontracted or otherwise transferred out of the bargaining unit except for those services provided by the Lassen County Office Opportunity Program and through the SELPA.

## **ARTICLE 3 DEFINITIONS**

- 3.1 “District” is the Johnstonville Elementary School District, its Board of Education, Administration, and other designated representatives.
- 3.2 “Association” means the Johnstonville Teacher’s Association, CTA/NEA, its officers, and representatives. The Association is the exclusive representative of the certificated bargaining unit in the District.
- 3.3 “Immediate Supervisor” means the unit member's administrator, employed by the District who has direct responsibility for supervising the Unit Member.
- 3.4 “Unit Member” means any certificated employee of the District who is included in the appropriate unit as defined in Article 2, and therefore, covered by the terms and provisions of this Agreement.

- 3.5 Day(s) means day(s) during which unit members are required by contract to render service.
- 3.6 “Instructional Day(s)” means any day(s) pupils are present for instruction.
- 3.7 “Paid Leave of Absence” means that a unit member shall be entitled to receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits, return to the same or similar assignment which she/he enjoyed immediately preceding the commencement of the leave, and receive credit for annual salary increments provided during her/his leave.
- 3.8 “Unpaid Leave of Absence” means that a unit member shall be entitled to the same rights accorded active unit members except health and welfare benefits, and retirement credit.
- 3.9 “Immediate Family” means any spouse, domestic partner, (as defined by Section 297 of the California Family Code), mother (stepmother, mother-in-law), father (stepfather, father-in-law), daughter (stepdaughter, daughter-in-law), son (stepson, son-in-law), grandmother, grandfather, granddaughter, grandson, of the employee or spouse or domestic partner of the employee, sister (stepsister, sister-in-law), brother (stepbrother, brother-in-law), niece, nephew, aunt, uncle, and any person living in the household of the unit member.
- 3.10 “Dependent” means any spouse, domestic partner (as defined by Section 297 of the California Family Code), or other person for which the unit member has physical or legal custody. Age limits and other requirements such as college attendance for children are defined here as those specified by the California’s Value Trust (CVT).
- 3.11 “Daily Rate of Pay” means the Unit Member's annual scheduled salary divided by the number of duty days required by the Agreement.
- 3.12 “Hourly Rate of Pay” means the daily rate of pay divided by 6 ½ daily duty hours.
- 3.13 “Site” means a building or location where Unit Members work.

## **ARTICLE 4**

### **NEGOTIATIONS PROCEDURE**

- 4.1 No later than the month of April of the year in which this Agreement expires, the Association and District shall submit their initial proposals to each other for a successor Agreement. The District shall give proper public notice of such proposals at the first school board meeting following the submission of the proposals.
- 4.2 No later than the month of April of each year of this Agreement, the parties shall submit their initial proposals to each other. The parties may open Articles 15 (Salary and Additional Duty Assignment Compensation) and Article 16 (Health and Welfare Benefits) plus two additional articles each year for the purposes of reopeners. The District shall give proper public notice of such proposals at the first school board meeting following the submission of the proposals.
- 4.3 Within thirty (30) days of ratification of the Agreement by both parties herein, the District shall have one copy prepared and delivered to the Association President for distribution to each Unit

Member in the District. The District shall give a copy of the Agreement to any new bargaining Unit Members it hires during the term of the Agreement.

## **ARTICLE 5 MAINTENANCE OF STANDARDS**

- 5.1 This Agreement shall supersede any rules, regulations, or practices of the District which are, or may in the future be, contrary to or inconsistent with the express terms of this Agreement.
- 5.2 The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious, or discriminatory. Rules which are designed to implement this agreement shall be uniform in application and effect.

## **ARTICLE 6 DISTRICT RIGHTS**

- 6.1 It is understood and agreed that the District retains all of its powers and authority to direct and control to the full extent of the law, including but not limited to those duties and powers to:
- Direct the work of its employees, determine the method, means, and services to be provided; establish the District's educational philosophy, goals and objectives; ensure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the District operation; determine the curriculum; build, move, or modify the facilities; develop a budget; develop and implement budget procedures; determine the methods of raising revenue; and contract out work. In addition, the District retains the right to hire, assign, evaluate, promote, terminate, and discipline employees, and to take action on any emergency matter. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, and regulations and practices in furtherance thereof, and the use of judgment and indiscretion in connection therewith, shall be limited only by the specific and express terms of this Agreement.
- 6.2 The Board of Trustees retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency of natural events over which the parties have no control.

## **ARTICLE 7 SAVINGS**

- 7.1 If any provision of this Agreement or any application of this Agreement to any Unit Member or group of Unit Members is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- 7.2 It is further agreed that within thirty (30) days of receipt of notification of the court of final jurisdiction's decision, negotiations shall commence regarding matters related to such provision.

## **ARTICLE 8 STATUTORY CHANGES**

Improvement, reduction or elimination of benefits provided by State and/or Federal Law which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties within ten (10) days of such amendment or repeal to negotiate whether or not such amendments or repeals shall be removed or incorporated into this Agreement. Absent an agreement, no reduction or elimination of statutory guarantees of benefits included in this Agreement shall apply.

## **ARTICLE 9 GRIEVANCE PROCEDURE**

### 9.1 Definitions

- 9.1.1 A “grievance” is a claim by one or more unit members or the Association that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.
- 9.1.2 The “grievant” is the Unit Member, Unit Members, or the Association making the claim.
- 9.1.3 A “party in interest” is any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
- 9.1.4 Day(s) means day(s) during which unit members are required by contract to render service.
- 9.1.5A “Grievance Form” shall mean a mutually agreed upon form, completed and signed by the grievant within fifteen (15) days of the occurrence or within fifteen (15) days of when the grievant should reasonably have known of the occurrence, act, or omission giving rise to the grievance.

### 9.2 Procedure

Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### 9.2.1 Level One Immediate Supervisor

- 9.2.1.1 A grievance shall be presented in writing to the immediate supervisor using the grievance form, with a copy simultaneously provided to the Association if the grievant is not the Association. The immediate supervisor shall meet with the grievant and/or designated Association Representative within five (5) days of receipt of the grievance. The immediate supervisor shall provide a written response of the grievance, including the reasons

therefore, to the Association and/or grievant within five (5) days of such meeting.

- 9.2.1.2 If the Association and/or the Grievant is not satisfied with the written response of the grievance, or if no written response has been provide within five (5) days of such meeting or five (5) days from the date of presentation of the grievance, the grievance may be appealed to Level Two, with a copy simultaneously provided to the Association.

## 9.2.2 Level Two Mediation

- 9.2.2.1 If the grievant and/or the Association is not satisfied with the disposition of the grievance, or if no disposition has occurred pursuant to the provisions of Level 1, the grievance shall be referred to grievance mediation. The Association shall request that a conciliator/mediator from the California State Mediation/Conciliation Service, or from any other mutually agreeable recognized dispute resolution center, be assigned to assist the parties in the resolution of the grievance.

- 9.2.2.2 If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association, and the District. This agreement shall be non-precedential and shall constitute a settlement of the grievance.

- 9.2.2.3 In the event that the grievant, the Association, and the Superintendent or his/her designee have not resolved the grievance with the assistance of the conciliator/mediator within ten days from the first meeting held by the conciliator/mediator, the Association may terminate Level 2 and the grievance may proceed to Level 3.

## 9.2.3 Level Three Binding Arbitration

- 9.2.3.1 If the Association proceeds to arbitration, it shall notify the District in writing. Within ten (10) days of such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the Association shall file a Demand to Arbitrate with the California State Mediation/Conciliation Service. The selection of the arbitrator and the arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

- 9.2.3.2 The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions of the issues submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other

remedies as she/he judges to be proper. The decision of the arbitrator shall be submitted to the Association and the District for implementation and will be final and binding upon the parties. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after she/he has had an opportunity to hear the merits of the grievance unless the arbitrator rules otherwise.

- 9.2.3.3 All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost, if any, of a hearing room, shall be borne equally by the District and the Association. All other costs, except for released-time for the grievant(s), Association representative(s), and witnesses, shall be borne by the party incurring them. Concerning transcripts, the cost shall be borne equally by the parties if the transcript is requested by the arbitrator or both parties. If a copy of the transcript is requested by only one (1) party, that party shall incur the expense.

### 9.3 Time Limits

- 9.3.1 Time limits provided for at each level shall begin the day following receipt of the grievance appeal or written decision.
- 9.3.2 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered the maximum and every reasonable effort should be made to expedite the process. The time limits may, however, be extended in writing by mutual agreement.
- 9.3.3 In the event a grievance is filed at such a time that it cannot be processed through all the steps by the end of the school year, and if left unresolved harms a grievant, the time limits set forth herein shall be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.

### 9.4 Rights of Representation

- 9.4.1 A grievant may be represented at all stages of the grievance by an Association representative(s).

### 9.5 No Reprisals

- 9.5.1 No reprisals of any kind will be taken by the District or by any member or representative of the administration or the Board against any grievant, any party in interest, any bargaining unit member, the Association, or any other participant in the grievance procedure by reason of such participation.

### 9.6 Miscellaneous

- 9.6.1 When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day,



she/he shall be provided reasonable released time without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right.

- 9.6.2 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate confidential grievance file and will not be kept in the personnel file of any unit member.
- 9.6.3 If any unit member presents a grievance on her/his own behalf, the Association shall have the right to be present and state its views at all grievance meetings. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. Only with the Association approval shall the grievance move to mediation and/or arbitration.
- 9.6.4 All documents resulting from a grievance shall be filed in a separate grievance file and shall not be kept in an employee's personnel file.
- 9.6.5 Time lines in this Article shall be computed from the day following the referenced event. Time lines in this procedure may be extended by mutual written agreement between the parties

## 9.7 Expedited Arbitration

- 9.7.1 At the option of the Association, the arbitration may be held under the Expedited Rules of the American Arbitration Association. Notice of such option shall accompany the Demand for Arbitration.

## **ARTICLE 10 PROFESSIONAL DUES AND PAYROLL DEDUCTIONS**

- 10.1 Any teacher who is not a member of JTA, CTA/NEA, or who does not make application for membership within thirty days from the date of the commencement of assigned duties, shall become a member of the Association or pay to the Association a fee in an amount equal to membership dues, initiation fees, and general assessments payable to the Association in one lump sum cash payment with written notification to the District.
- 10.2 For those employees who are in the bargaining unit but have not become members of the Association and who fail to notify the District that they are paying the agency fee directly to the Association, agency fees shall be deducted automatically from the monthly salary checks. Such deductions will occur as authorized by Government Code Section 45061.
- 10.3 With respect to all sums deducted by the District pursuant to authorization of the employee, the District agrees to promptly remit such monies to the Johnstonville Teacher Association/California Teachers Association/National Education Association accompanied by an alphabetical list of teachers for whom such deduction has been made.

- 10.4 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 10.5 Upon appropriate written authorization from the teacher, the District shall deduct from the salary of any member and make appropriate remittance for annuities, credit union, savings bonds or other plans or programs jointly approved by the Association and District.
- 10.6 The Association shall indemnify and hold the District harmless from claims, demands, or lawsuits arising out of or from the maintenance of membership provisions contained in this Article.

## **ARTICLE 11 ASSOCIATION RIGHTS**

- 11.1 The Association has the right under the Educational Employment Relations Act to represent bargaining unit members in their employment relations with the District. Nothing in this Agreement shall be construed as a waiver of such rights.
- 11.2 Mail Services
- 11.2.1 The Association shall have the right to use the District mail service and unit member mailboxes for communications to unit members without interference, or censorship, of such communications by the District, provided the Association complies with the District policy and regulations.
- 11.2.2 The Association shall have the right to use the District electronic mail service and unit member electronic mailboxes for communications to unit members without interference or censorship, of such communications by the District, provided the Association complies with the District policy and regulations.
- 11.3 Bulletin Boards
- 11.3.1 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each building in areas frequented by unit members.
- 11.3.2 The Association shall have the right to post notices of activities and matters of Association concern on electronic bulletin boards maintained by the District. Unit members shall have access to the District bulletin boards at each unit member's workstation or classroom.
- 11.4 Use of Buildings and Equipment
- 11.4.1 The Association shall have the right to use District buildings, sites, and equipment during all reasonable hours for meetings and other Association activities.
- 11.4.2 The Association shall have the right to use District educational technology equipment so long as such use does not interfere with the District's regular

instructional program. In the event any cost accrues to the District under this provision, the Association shall reimburse to the District that cost.

#### 11.5 Access to Worksite

11.5.1 Authorized representatives of the Association shall have the right to transact official Association business on school property and utilize District facilities at all reasonable times provided that such activities or use do not interfere with classroom instruction, regularly scheduled district meetings and or parent conferences.

#### 11.6 Access to Information

11.6.1 The District, upon written request by the Association, agrees to furnish to the Association, within seven (7) business days, all available information concerning the financial resources and certificated and classified staffing of the District. Such information shall include, but not be limited to: annual financial reports and audits, budgets, interim reports, J-90s, assignment location of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings and all attachments thereto at the time of distribution to the Board, census and membership data, names, addresses and phone numbers of all unit members, salaries, benefits, and stipends paid thereto, educational background, longevity, and other employee information that may be used in representing unit members. In addition, the District, upon request, agrees to provide any other information that is necessary for the Association to fulfill its role as exclusive representative. In addition, such information, by request of the Association, shall be supplied via electronic means if the District keeps such data in electronic format.

#### 11.7 Appointment to District and Joint Committees

11.7.1 The Association shall select unit member representatives to all District committees.

11.7.2 The Association shall select unit member representatives to all Association/District joint committees.

#### 11.8 Release Time

11.8.1 The Association President or designee shall be provided five (5) days release time at no loss of salary or other benefits.

11.8.2 Bargaining Team members shall be provided reasonable release time for negotiations at no loss of salary or other benefits.

11.8.3 Grievant(s), witnesses, and Association representatives shall be provided reasonable release time for grievance processing at no loss of salary or other benefits.

## 11.9 Waivers of Law, Regulation, and Policy

- 11.9.1 Before seeking any waiver of state or federal law, regulations, or school board policy for the District or a particular worksite, the District shall make available such request for waiver to the Association and seek approval of the Association.

## **ARTICLE 12 REASSIGNMENTS**

### 12.1 Voluntary Reassignment

- 12.1.1 A reassignment is the movement of a unit member from one subject area to another subject area, one grade level to another grade level, or from one configuration to another such as team teacher, restructuring, or other reconfiguration within the same worksite.
- 12.1.2 A unit member may submit a Request for Reassignment form to the District when the District posts a vacancy notice pursuant to the posting procedure of this Article.
- 12.1.3 A Request for Reassignment form shall include the following criteria which the District will use to determine the unit member's qualifications for a given position:
- 12.1.3.1 Credentials and certifications of the unit member;
  - 12.1.3.2 Experience and training related to the position;
  - 12.1.3.3 Years of experience;
  - 12.1.3.4 Seniority in the District;
  - 12.1.3.5 Description of the unit member's interest in the position.
  - 12.1.3.6 Advanced degrees related to the position.

The foregoing factors are not in any priority order and if unit member fails to satisfy any qualification, based upon the sole discretion of the District, the request for voluntary reassignment may be denied.

- 12.1.4 If two (2) or more unit members with state required credentials and certification(s) who meet the posted vacancy qualifications for the position apply for a vacancy, the unit member with the greatest seniority shall receive the reassignment.
- 12.1.5 A reassignment request shall not be denied arbitrarily, capriciously, or for discriminatory or retaliatory reasons.

- 12.1.6 If a unit member's request for a voluntary reassignment is denied, the unit member, upon request, shall be granted a meeting with the administrator who denied the request to discuss the reasons for the denial. Following the meeting the unit member may request and shall receive written reasons for the denial, based on the criteria listed in 12.1.3.
- 12.1.7 Unit members returning from leave shall be afforded all rights provided under this section.

## 12.2 Involuntary Reassignment

- 12.2.1 If a decrease in the number of pupils or the elimination of program(s) and/or funding occurs, the District shall seek volunteers prior to making any involuntary reassignment. If an involuntary reassignment becomes necessary due to a lack of appropriately credentialed volunteers, the unit member with the least seniority with the appropriate credential and certification(s) shall be reassigned.
- 12.2.2 When two (2) or more unit members volunteer for the same vacancy, and are equally qualified based on the vacancy posting as per 12.4.2 the position shall be given to the unit member with the greatest seniority, based on the certificated seniority list reviewed and approved by the Association on an annual basis.
- 12.2.3 Unit members returning from leave shall be afforded all rights provided under this section.
- 12.2.4 Unit members who are reassigned during the work year shall be given 3 days of paid release time for preparation prior to the effective date of the reassignment. The District shall provide assistance in moving a unit member's material whenever a unit member is reassigned.

## 12.3 Notification of Assignment

Each unit member shall be given written notice not later than May 1 of the next year's assignment. Such notice shall specify the grade level, and subject area to which the unit member will be assigned. Such assignment may be modified pursuant 12.1 or 12. 2 or 12.4. The district will communicate special circumstances of student(s) pertaining to the assignment, including but not limited to IEP, 504, medical conditions, etc.

## 12.4 Vacancies

- 12.4.1 A vacancy is any position that does not have a unit member assigned to it. This includes any vacated, promotional, or newly created position, including positions created by reconfiguration or restructuring and any supplemental instructional programs offered by the District. Positions may be vacated by reassignment, resignation, retirement, termination, non-reelection, job abandonment, or death.

- 12.4.2 Upon knowledge of vacancies, the District shall deliver to the Association and post a list of all vacancies which occur for the following work year. The vacancy posting shall contain the following:
- 12.4.2.1 A closing date which is at least five (5) working days following the posting date, except when a vacancy occurs within five days preceding the first student day, then vacancies will only be flown for two (2) working days.
  - 12.4.2.2 A job description.
  - 12.4.2.3 Credentials and qualifications necessary to meet the requirements of the position.
- 12.4.3 As vacancies occur, the District will distribute vacancy notices to each unit member via district email.
- 12.4.4 No assignment to fill the vacancy shall be made until after the closing date.
- 12.4.5 The District shall, upon request by a unit member, notify that unit member by mail of any posted openings which may arise during the summer recess. The unit member's request must be in writing annually, by June 1 for the following school year.
- 12.4.6 The District shall, upon written request of the unit member, deliver in writing, within three (3) days the reasons for the unit member not receiving the vacancy, as correlated to 12.4.2.2 and 12.4.2.3.
- 12.4.7 No outside applicant shall be selected to fill a vacancy if there is a qualified unit member applicant who applies by the closing date posted on the vacancy notification.
- 12.4.8 Starting June 15 of any school year and ending one (1) week prior to the first contract day of the subsequent school year, job vacancies shall be posted simultaneously internally within the District as outlined in 12.4.2 and externally. The provisions of 12.4.6 are still applicable.
- 12.4.9 School Year Vacancies
- 12.4.9.1 If a vacancy occurs during the school year, the position may be filled with a person from outside the current bargaining unit. If this occurs, the vacancy will then be posted at the end of the current school year and will comply with the provisions of 12.4 and any other applicable sections of this article.
  - 12.4.9.2 The District shall notify the person who was hired for the school year vacancy in writing, that their assignment will be posted at the

end of the current school year, and this may result in a change in assignment for the following school year.

## 12.5 Seniority

12.5.1 For the purposes of this article only, seniority is defined as the unit member's initial date of service in the District.

12.5.1.1 Unit members with the same initial date of service shall have their seniority number determined as of the date of posting of the vacancy by:

- a. Number of Credentials;
- b. Number of Certifications;
- c. Number of post graduate units;
- d. If all of the above are equal the seniority will be determined by lot.

12.5.1.2 The lottery shall be conducted in the presence of at least two (2) Association representatives. Once the lottery is used to determine a unit member's seniority, that seniority shall remain in effect while in the service of the District.

12.5.1.3 If a unit member is assigned by the District to a non-bargaining unit position, that unit member does not accrue seniority for the purposes of this Article while working on such an assignment.

12.5.1.4 A unit member on an approved leave of absence other than to a non-bargaining unit position shall continue to accrue seniority for the purposes of this Article while on leave.

12.6 Members of the bargaining unit shall be assigned or reassigned to positions consistent with their credentials and major and/or minor subjects of study. Where such exceptions are permitted, they shall occur only by mutual agreement among the bargaining unit members affected, the Association, and the District.

12.7 Unit members have the option to switch assignments with one another if the following circumstances exist:

12.7.1 Both unit members meet the credentialing requirements of the positions.

12.7.2 Both unit members make the request in writing prior to May 1 when Notification of Assignments are due for the following school year.

12.7.3 Granting of the request to switch teaching assignments is solely at the discretion of the District.

## **ARTICLE 13**

### **EXTENDED SCHOOL PROGRAMS**

#### 13.1 Summer School

- 13.1.1 Voluntary applications for summer school vacancies shall be accepted prior to May 1.
- 13.1.2 Summer school assignments shall be made no later than June 1.
- 13.1.3 Summer school assignments shall be determined by seniority.
- 13.1.4 Seniority will be in accordance with the most recent seniority list. by September 30. The District will provide an updated seniority list to the Association president.
- 13.1.5 Summer school assignments will require a summer school contract between the District and the unit member.

#### 13.2 Summer School Student Contact Hours and Rate of Pay

- 13.2.1 The academic student daily contact time is a minimum of 3 hours a day for 10 instructional days. In the event a substitute is required, an amount equal to the current substitute daily rate of pay will be deducted from the employee's daily rate and applied to the substitute's daily rate of pay. Summer school teachers are required to work on campus 30 minutes before and 30 minutes after the students are dismissed.
- 13.2.2 Teachers shall be paid at the hourly rate specified in Article 15.9 for at least 4 hours over day. Time sheets for summer school hours worked must be submitted by the 10th of each month for payment by the last day of the same month

#### 13.3 Before and After School Remedial Days

- 13.3.1 Teachers may volunteer to teach extended school days on a rotational cycle at approximately 12 week intervals. The rotational cycle shall be based on seniority in the District. It is the responsibility of the Association to maintain a list of teacher candidates and to permit a teacher to reject the opportunity to teach one time before losing his/her seniority position on the rotational cycle. If a teacher returns to the rotation, the teacher shall be placed at the end of the seniority list. A copy of the seniority list shall be updated annually and kept in the school's office. Teachers will be reimbursed for each after school remedial session at a daily rate calculated on the salary schedule at column 4, step 10. Each session with students is for one hour with an additional 15 minutes preparation.
- 13.3.2 If members are unavailable to teach, the District may offer the position to a certificated employee outside of the District's payroll.



13.3.3 For each hour of instruction, a teacher shall be paid for an additional 15 minutes of prep time. The prep time shall consist, but not be limited to, grading, planning and other teaching strategies related to the program. The daily time for reimbursement shall not exceed 1.25 hours.

13.4 It is recognized the Expanded Learning Program (ELOP) is a program with distinctly different goals and purposes from the Extended Schools Programs listed in this article. Therefore, this article does not pertain to the Expanded Learning Program (ELOP). If the Association believes that the positions within the ELOP program constitute bargaining unit work, the Association shall notify the District and the parties will negotiate wages, hours and working conditions of those positions.

## **ARTICLE 14 EVALUATION**

### 14.1 Evaluations of Certificated Personnel

#### 14.1.1 Standards for Evaluation

In the event that a deadline as prescribed in the negotiated agreement is missed by the evaluator, teachers and evaluator will proceed with evaluation as outlined for the purpose of coaching, and to improve the educational program and advancement toward attainment of District goals. In lieu of the Summary Evaluation Report and supporting documents, a written statement that the process and timeline had been violated by the district will be placed in the employee file.

The purpose of teacher evaluation is to improve the educational program in the Johnstonville Elementary School District and to advance toward attainment of the District's stated educational goals. The criteria to be used for evaluation shall relate specifically to the California Standards for the Teaching Profession and are set forth in Appendix B.

#### 14.1.2 Responsibility for Evaluation

The Superintendent and/or Principal shall conduct the evaluation of all certificated employees. For the purposes of this Article, the Superintendent and/or Principal may be considered the evaluator.

#### 14.1.3 Timeline for Certificated Employee Evaluation

Each certificated employee shall be evaluated on a schedule and through a process consistent with the timeline and utilizing the forms set forth in Appendix B, which shall be generally consistent with the following:

By October 1st, the evaluator shall provide notification to all employees that will be evaluated during the school year.

By October 15<sup>th</sup>, the evaluator shall schedule and hold a goal setting conference with unit member(s) to be evaluated. The employee shall attend the goal setting conference where the goal setting form (See Appendix B-4) will be completed and jointly agreed upon. At the employee's option, the self-evaluation form may also be completed at this meeting.

At least two working days prior to the observation, unless otherwise agreed upon by the employee and evaluator, the employee and evaluator shall schedule the observation, and the employee shall complete the Pre-Observation Form and meet with the evaluator to preview the lesson.

The evaluator shall conduct an observation of the employee for a minimum of thirty (30) minutes and collect evidence based on the California Standards for the Teaching Profession using the Classroom Observation Form.

Within three working days after the Observation, unless agreed upon by the employee and evaluator, the evaluator will review evidence and discuss the Observation at the Post-observation Conference.

Within five (5) working days after the Post-observation Conference, the evaluator will complete the Classroom Observation Form and Summary Observation Report and provide a copy to the employee. If the employee is in disagreement with the conclusions recorded by the evaluator, the employee may provide a written response, which shall be included as an attachment to the Summary Observation Report.

For probationary and temporary employees, the evaluator shall conduct two formal Observations. The first evaluation will be conducted no later than November 1<sup>st</sup> and the second evaluation will be conducted no later than January 15<sup>th</sup>. The process shall be completed by March 15<sup>th</sup>. For permanent employees, the evaluator shall conduct one formal Observation and the process shall be completed by May 1<sup>st</sup>.

#### 14.1.4 Frequency of Evaluation

Probationary and temporary employees shall be evaluated each school year.

Permanent (tenured) employees shall be evaluated every other year.

Employees with permanent status who have been employed at least ten (10) years with the District and whose previous evaluations rated the employee as meeting or exceeding standards in all categories, may be evaluated every five (5) years if the employee and evaluator consent to this schedule. Consent may be withdrawn by either party for any reason, in which case the employee shall return to the every other year schedule.

## 14.2 Improvement Plan

The District shall provide an Improvement Plan for any employee whose Overall Rating on any formal observation is Unsatisfactory or a plan may occur at the unit member's request. When an Improvement Plan is required, the evaluator shall meet with the employee within five working days of the Post Observation Conference to create the Improvement Plan. The Improvement Plan will be jointly developed by the unit member and the evaluator using the Improvement Plan Form (See Appendix B-5). If a plan cannot be created and agreed upon within five working days, the evaluator shall present and review with the employee the Improvement Plan.

The evaluator and unit member shall take positive action and record those actions on the Improvement Plan form to correct any cited deficiencies.

A performance plan will remain in effect until the actions for improvement from the performance improvement plan are complete or if in the judgment of the evaluator conditions of performance have been met. If in the judgment of the evaluator, the conditions of the performance improvement plan have been met, a subsequent observation shall be conducted and attached to the Summary Evaluation Report or the most recent evaluation with a copy of the completed Improvement Plan.

## **ARTICLE 15**

### **SALARY AND ADDITIONAL DUTY ASSIGNMENT COMPENSATION**

- 15.1 Effective July 1, 2005, the annual Salary Schedule is Appendix D for contracted certificated teachers. Effective July 1, 2015 an increase of 3.0% will be added to the salary schedule at all levels and steps. Effective July 1, 2016, the attached salary will be in effect. *(3% increase, Column II and III have been extended by 2 steps and 1.75% between steps 20-25 have been added)*
- 15.2 Johnstonville School will give up to 12 years of credit and placement on Step 13 on the Salary Schedule for previous contracted teaching service in an accredited public or private school.
- 15.3 Official transcripts for movement on the salary schedule for a school year must be received by the business office no later than October 1. Written proof such as unofficial transcripts or a letter from the college stating that the credits have been completed is also required by August 15 until the official transcripts are received.
- 15.4 Teachers must be contracted to work a minimum of 75% of their contract (137 school days) in order to qualify for a following year longevity step.
- 15.5 Unit members shall be paid on 11/12 pay plan.
- 15.6 Assignments:

Article 15.14 governs compensation for assignments in the following programs:

- Coaching assignments in after school LCEAL interscholastic athletics (EC 35179-35179.1)
- Extra curricular activities (EC 35160.5)
- Co-curricular activities (EC 35160.5)

Assignments to programs under this Article shall be voluntary. Coaching assignments shall be conducted through a competitive application and interview process for Unit members and community applicants. Preference in assignments will be given to qualified unit members.

#### 15.7 Stipends

Payment for extra curricular activities (boys and girls) shall not exceed the budgeted amount for coach's salaries during any given school year.

#### 15.8 Mileage Allowance

A teacher shall be paid a mileage allowance in the amount the IRS rate per mile pursuant to Board Policy #2090.1 when submitting their documentation.

#### 15.9 Hourly Rate

The "hourly rate" shall be calculated from the Certificated Salary Schedule Column IV, Step 10. (cf. 13.3.1)

15.10 Practices for all activities must be held before or after school hours. Athletic practices may also be held during P.E. or during lunch hour if adequate supervision exists for all students.

15.11 Stipend positions listed in the JTA contract will be posted in-house for a period of 10 working days to certificated teachers within the first 30 calendar days of school, each school year. Within the first 10 working days the stipend positions are posted, the District and JTA shall collaboratively discuss stipend positions at a meeting. Certificated staff will accept the position by submitting interest in writing to administration. If certificated staff do not fill one of the stipend positions after it has posted for 10 days in-house the position will be opened to classified staff and/or community members. Unit members will submit a payment form for Superintendent signature upon completion of the stipend position.

<u>Coaching Assignment</u>	<u>Stipend</u>
Basketball	\$1,080
*Football	\$773
Volleyball	\$1,080
Cross-County Head Coach	\$1,080

<u>Extracurricular Activity Assignment</u>	<u>Stipend</u>
Educational Technology Lead	\$2,500
*Drill Team	\$984
Student Council	\$1,080
*Drama/Musical (evening performance)	\$480
Year Book	\$479
*Newspaper	\$479
Geography Bee	\$264
*Spelling Bee	\$240
*Academic Olympics (each team)	\$240
*JSCA Representative	\$198

*Math Family Night	\$198
<u>Inter-curricular Activity Assignment</u>	<u>Stipend</u>
*English Language Learners Program (ELL)	\$500
SITE Council Membership (Unit Member)	\$500
*Solutions Coordinator	\$500
*Attendance Chairperson	\$500
*Parent/Community Chairperson	\$500
*Cooperative Culture Chairperson	\$500
Intervention Committee Chairperson	\$500
8 <sup>th</sup> Grade Advisor	\$1,000
6 <sup>th</sup> Grade Advisor	\$500
Administrative Designee	\$500
Component Team Leader K-2/3-5/6-8-	\$500 each
Teacher Support Mentor- \$600 per mentee (in support of contract language for Article 22)	

\*Any eliminated stipends will be reinstated, should activity be reinstated by the county/district.

\*\*Job descriptions /expectations for stipend positions attached in Appendix H. Job descriptions/expectations not outlined in Appendix H, may be created each year in collaboration with administration.

15.12 Securing Substitutes

Every effort will be made to secure a qualified substitute for each of a teacher’s duties whenever the teacher is absent from school. An employee that provides substitute coverage for another teacher’s class or portion of the class will be paid the daily rate identified by the district for a substitute teacher in addition to their regular salary.

15.12.1 Teachers will be selected on a rotational basis when a substitute teacher is unavailable to avoid impacting any one grade level more than another.

15.14 Equitable Stipends

Equitable stipends shall be similar between boys and girls sports. A formula shall be applied to the length of the pre-approved season, number of events, and the number of activities.

**ARTICLE 16  
HEALTH AND WELFARE BENEFITS**

16.1 Insurance Benefits

16.1.1 Effective 1, 2017, the District shall contribute a maximum of \$1,325 per month for twelve months for a total of \$15,900 for each eligible unit member to be applied to premiums for the following District group insurance coverages:

- a. A medical insurance plan available through the California's Valued Trust for the employee and eligible dependents, provided the unit member is employed by the District for a minimum of 22.5 hours per week.
- b. The existing Delta Dental Insurance plan for the employee, provided the unit member is employed by the District for a minimum of 20.0 hours per week. The employee may choose to pay the additional premium to cover eligible dependents.
- c. The existing Vision Service Plan for covered employees, provided the unit member is employed by the District for a minimum of 20.0 hours per week.

16.1.2 It is agreed and understood that any premium costs for the medical, dental, and vision insurance not covered by the above District insurance premium contribution shall be borne by the employee through payroll deduction.

## 16.2 Retiree Benefits

The District's health insurance program, including dental and vision coverages, shall be available to District retired certificated employees at the employee's expense. Coverage with this program will continue only as long as the retiree reimburses the District's monthly contribution for the premiums paid to the insurance carrier. Retirees who fail to make the monthly payment will immediately lose his/her eligibility for the program. A retiree may be denied the chance to enroll unless he/she does so in writing within thirty (30) days of retiring.

16.1.3 Employees who choose plans with a premium cost less than the District contribution may elect to have the difference put into a TSA 403(b), or incorporated into an IRC125 Plan that is offered through American Fidelity Assurance Co.

## **ARTICLE 17 HOURS AND ADJUNCT DUTIES**

### 17.1 Length of Workday

- 17.1.1 The on campus workday for unit members shall 7 hours and 15 minutes, inclusive of a 40 minute duty-free lunch period. Unit members shall also participate in the following school functions: Back-to-School/Open House, Graduation (if assigned), and parent and student conferences as calendared.
- 17.1.2 Unit members shall not be required to remain later than 9:00 p.m. for non-paid evening events, and shall not be required to work on weekends without pay.
- 17.1.3 Faculty meetings shall be weekly starting from 2:45 p.m. to 3:30 p.m. Days and times shall jointly be determined at the start of each school year. Four of the regularly scheduled faculty meetings per school year may be extended to 5 p.m. for the purpose of professional development. Extended days shall be scheduled no

less than 30 calendar days in advance unless otherwise agreed upon by both parties.

## 17.2 Work Load/Adjunct Duties

17.2.1 Unit members performing yard duty shall be provided a relief break. Teachers will be present at their respective rooms and open them for admission of the pupils, not less than 30 minutes before the time prescribed for commencing school. Yard duty shall not be assigned to teachers 30 minutes prior to the start of the school day without the consent of the unit member.

17.2.2 All adjunct duties within the workday, which do not require full faculty participation, shall be equitably distributed among unit members.

17.2.3 Any assigned services by a unit member beyond the contractually specified time, which involves non-classroom supervision of pupils, shall be on a voluntary basis and paid at the hourly rate of pay. Stipend positions are the exception.

## 17.3 Preparation Time

Elementary school unit members shall have 120 minutes per full work week of unassigned duties for preparation and planning in a minimum of thirty minute blocks.

## 17.4 Participation on Committees

Unit member participation on all District committees shall be on a voluntary basis.

## 17.5 Work Year

17.5.1 Unit members' work year shall be 183 days. The school year calendar listing 180 instructional days, two (2) staff development days and one (1) non-instructional day. The non-instructional day will be one in which no less than half of the day is dedicated to classroom work for teachers to ready the classroom for the first day of school. Calendar breaks and holidays are incorporated into this Agreement and attached as Appendix E.

17.5.2 In the event of an emergency closure of District facilities, including but not limited to natural disaster, loss of electrical power for a period of sixty (60) minutes, quarantine, or government order, unit members shall receive their daily rate of pay and benefits. If make-up days are required by law, the District shall negotiate the scheduling of said days with the Association.

17.5.3 The school calendar will be negotiated concerning matters within the lawful scope of representation beginning April 1 of each year. Negotiation of the calendar does not count toward the openers listed in Article 23.3.

## **ARTICLE 18 SAFETY**

### 18.1 Safe Working Conditions

- 18.1.1 Bargaining unit members shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety or well-being.
- 18.1.2 Upon notification, the District shall eliminate or correct any unsafe or hazardous condition.
- 18.1.3 A bargaining unit member may refuse any directions that could reasonably endanger life or safety. No bargaining unit member shall be required to perform duties that would or possibly could endanger his/her life or safety unless a state of emergency has been declared by a government entity having the authority to do so and the bargaining unit member has been pressed into service as a "disaster service worker" under Government Code Section 3100 by a person having the authority to command citizens in the execution of her/his duties. Bargaining unit members may refuse any direction by person(s) until adequate proof of their authority is provided.
- 18.1.4 The District shall provide each classroom and major work area in which students may be present with a first aid book, flashlight, and basic first aid supplies. In addition, the District shall maintain other necessary items in a central location such as a portable ladder, bull horn, am/fin radio 100 to 1000 feet of line (for use in smoke filled halls or dark buildings), blankets, water and food packages.
- 18.1.5 Each classroom and major work area in which students may be present shall have a telephone with monitored central office intercom service and an outside line. The intercom shall be used only for emergency purposes or special announcements. Intercoms video (security) cameras used for communications and monitoring safety conditions shall not be used for the purposes of evaluation, discipline, or discharge of unit members. Access to footage from security cameras will be limited to the principal/superintendent or law enforcement personnel as is necessary for security purposes only. Such footage will not be shared with any other individuals in any manner, except when identification assistance is needed. For the purpose of this section, the term "other individuals" shall be defined as JESD staff member authorized by the superintendent/principal or designee.
- 18.1.6 All medical plans of the District shall provide, with no co-pay or deductible, Hepatitis B vaccine injections for unit members.
- 18.1.7 Pursuant to S.B. 198, the District shall maintain a District Safety Committee. The membership of the committee shall include representation from District management, supervisory, classified and certificated employees. Members shall be entitled to reasonable released time to participate in committee meetings. The



committee shall review all reports of on-the-job work injuries and illnesses, make recommendations to correct any safety hazards and conditions, develop and annually review the District Safety Plan ( including contingency plans for a wide variety of safety risks, such as suspicious or unwanted persons on the campus; fire, earthquake, flood evacuations, and emergency closings), recommend employee safety training programs and develop other programs designed to improve on-the-job safety and reduce the incidence and severity of work related injuries and illnesses.

- 18.1.8 The District shall keep all school grounds and facilities free of unwanted rodents, pests, and insects such as ants, roaches, and fleas. If insecticides or poisons are used, the District shall notify unit members of the names of the chemicals used at least one week in advance of their use. The District shall apply them only at times when unit members and pupils are not present, allowing sufficient time for toxic effects to wear off before humans re-enter the affected area.

#### 18.1.12 Specialized Physical Health Care Services

18.1.12.1 No unit member shall be required to provide specialized physical health care services and/or to dispense medication.

18.1.12.2 If a unit member volunteers to provide specialized physical health care services and/or to dispense medication, appropriate training shall be provided by trained medical personnel. Additionally, the District shall indemnify and hold harmless from liability any unit member who while acting in the scope of his/her employment, performs specialized physical health care services and/or dispenses medication.

18.1.12.3 Specialized physical health care services are defined as health care services prescribed by the student's physician or surgeon requiring medically related training for the individual who performs the services and which are necessary during the school day to enable the student to attend school. Such services include but are not limited to catherizations, gavage feeding, suctioning, insulin injection, administration of an EpiPen or Diastat suppository, or other services that require medically related training.

## **ARTICLE 19 LEAVES**

### 19.1 Leave Rights

- 19.1.1 Unit members on a paid leave of absence shall continue to receive wages, health and welfare benefits, and retirement credit in the same amounts as if they were not on leave. Those unit members who go on an unpaid leave of absence during any pay period shall receive their health and welfare benefits for the balance of that pay period. Thereafter, they shall be allowed continued benefits at their own expense as provided by COBRA.

19.1.2 A unit member returning from any type of paid leave shall be entitled to return to the same position and assignment she/he had prior to the leave. A unit member returning from any type of unpaid leave shall be entitled to return to the same position and assignment she/he had prior to the leave at a point in time so as not to interfere with the Education Program unless that position was filled in her/his absence with a permanent or probationary unit member, and in such case the returning unit member shall be entitled to an equivalent position.

## 19.2 Sick Leave

19.2.1 Unit members employed on a full-time basis shall be entitled to accumulate eleven (11) days per school year of sick leave available to the unit member from the first workday of each year. Sick leave may be used by the unit member for illness, injury, or quarantine of the unit member or the unit member's immediate family. Sick leave that is not used shall accumulate from year-to-year without limit.

19.2.2 In addition to all sick leave entitlement a unit member may accumulate with the District, she/he shall also be entitled to all unused sick leave which may have been accumulated while employed in a position requiring certification qualifications with another California public school district.

19.2.3 The District shall provide each unit member with an accounting of the number of days of sick leave she/he has accumulated, plus the number of days to which the unit member is entitled for the current school year. The District shall provide an accounting of such days to unit members prior to October 1 of each school year.

19.2.4 Based upon Education Code Section 44977: When a unit member has exhausted all available and accumulated sick leave, and continues to be absent from his or her duties on account of illness or accident for an additional period of five (5) school months, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due the employee shall not exceed the sum that is actually paid a substitute employee employed to fill the position during the absence, or if no substitute was employed, the amount that would have been paid to the substitute if one had been employed. A unit member shall not be provided more than one five-month period per accident or illness, however, if a school year terminates before the five-month period is exhausted, the employee may take the balance of the five-month period in the subsequent school year.

### 19.2.5 Pregnancy Disability Leave

Unit members may use accumulated sick leave as set forth in this Article for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth, and recovery there from. The length of such pregnancy disability leave, including the date on which the leave is to begin and the date on which the duties are to be resumed, shall be determined by the unit member and her physician.

### 19.2.6 Parental Leave

Qualified unit members may choose to take up to 12 workweeks of parental leave pursuant to Education Code 44977.5. Sick leave will be applied towards these 12 workweeks of parental leave until all sick leave is exhausted. Thereafter, the unit member may use differential leave for the balance of the period up to 12 workweeks and shall be compensated at no less than 50 percent of his or her regular salary for the remaining portion of the 12 workweek period or the entire 12 workweek period if sick leave was exhausted prior to parental leave. Parental leave is in addition to pregnancy disability leave and does not run concurrently.

### 19.3 Family Care and Medical leave (Unpaid)

The District shall provide a unit member, upon request, Family Care and Medical Leave in accordance with this Article.

#### 19.3.1 Eligibility

19.3.1.1 Unit members who have been employed by the District for at least twelve (12) months and who have been employed for at least 1,250 hours of service during the preceding twelve (12) month period are eligible for leave under this Article. Full-time teachers are construed to meet the 1,250 hour requirement.

19.3.1.2 Leave under this Article shall be granted upon request of a unit member, whenever in the judgment of the unit member she/he needs leave because of the unit member's serious health condition, the serious health condition of a member of the unit member's family, the birth of a child of the unit member, or placement of a child with a unit member in connection with adoption or foster care of the child by the unit member. Appropriate medical verification of the employee's or family member's serious health condition may be required, consistent with applicable Federal and State law.

19.3.1.3 Except in the case of a spouse or domestic partner employed by the District, a unit member's eligibility for leave under this Article shall not be affected by entitlement, or lack thereof, of another member of the unit member's family to any leave benefit under any statute or any employment.

19.3.1.4 A unit member eligible for leave under this Article may substitute therefore any applicable accrued leave, paid or unpaid, under this Agreement.

#### 19.3.2 Duration

19.3.2.1 Leave under this Article may be taken for up to twelve (12) weeks. District paid benefits will be paid for up to twelve (12) week during the time the unit member is on leave.

- 19.3.3.2 Leave under this Article may be as short as half a workday.
- 19.3.3 Benefits
- 19.3.3.1 Leave under this Article shall entitle the unit member to all health and welfare benefits of employment, except for salary, on the same basis as if the unit member were not on leave.
- 19.3.3.2 Leave under this Article shall entitle the unit member to continued accrual of all “service related” rights of employment, including, without limitation, seniority, salary advancement, reemployment, and participation in optional benefit programs such as early retirement.
- 19.3.3.3 Except in the case of pregnancy disability, leave under this Article shall run consecutive to, not concurrent with, other leave available to the unit member.
- 19.3.4 Return to Work
- 19.3.4.1 Leave under this Article shall terminate whenever the unit member returns to continuous active service following notice as provided below.
- 19.3.4.2 A unit member returning from leave under this Article shall be reinstated immediately to the position held by the unit member at the commencement of the leave.
- 19.3.4.3 A unit member who while on leave under this Article gives notice of resignation or retirement, shall be deemed to have resigned or retired, as appropriate, on the next work day following expiration of the leave.
- 19.3.5 Procedures
- 19.3.5.1 Leave under this Article shall commence on the date indicated by the unit member in the leave notice provided by the unit member to her/his supervisor.
- 19.3.5.2 The leave notice shall specify: Leave will be taken pursuant to this Article, the date the leave commences, the anticipated pattern of leave use if the unit member will not be absent continuously, whether the unit member will substitute other paid leave for leave under this Article and if so how much paid leave, and the anticipated date of return to continuous active service, if known to the unit member.

- 19.3.5.3 Leave under this Article shall terminate on the next working day following the date indicated by the unit member in the return notice provided by the unit member to her/his supervisor.
- 19.3.5.4 The return notice shall specify: That the unit member is on leave pursuant to this Article, that the unit member will return to continuous active service, and the date upon which the unit member will return to continuous active service.
- 19.3.5.5 Delivery of a leave or return notice shall be by any means reasonably likely to inform the supervisor of the unit member's absence from or return to continuous active service.
- 19.3.5.6 If a unit member on leave under this Article determines to resign or retire without returning to continuous active service, the unit member shall provide written notice of such determination to the District, designating the last day of employment. Leave under this Article shall terminate without further notice to the District on the next workday following the day designated by the unit member as the last day of employment.
- 19.3.5.7 A unit member who, while on leave under this Article, provides written notice of determination to resign or retire, may rescind the resignation or retirement at any time up to and including the final day of employment. The unit member shall provide the District written notice of his/her rescission of the prior notice of resignation or retirement.

#### 19.4 Personal Necessity Leave

- 19.4.1 Up to seven (7) days of accumulated leave of absence for illness or injury may be used by an employee in cases of personal necessity leave, Education Code 44981. Use of personal necessity leave shall be charged against the employee's accumulated sick leave. All requests for personal necessity leave shall be submitted two days in advance to the superintendent/principal and shall state the reasons constituting the requested absence. An employee shall not be required to secure advance written permission for personal necessity leave by reason of:
1. Death or serious illness of a member of his or her immediate family
  2. Accident, involving his or her person or property, or the person or property of a member of his or her immediate family.

#### 19.4.2 Personal Business Days

The District authorizes up to five (5) days which may be used as personal business days. Personal business days are deducted from the employee's personal necessity sick days and thus deducted from sick leave. Personal business days are defined as days when an employee cannot conduct personal business during a regular

teaching day. Personal business days cannot be used for extension of holidays, vacation, social activities or recreation, personal financial gain or concerted activity.

19.4.3 Personal Days

Three (3) days of leave per school year may be used as a personal day at the discretion of the employee each school year. Use of a personal day shall be charged against the employee's accrued sick leave. The unit member shall give the District a two-day written notice. This provision is made with the understanding that a qualified substitute is available before this leave is granted. A personal day when not used will remain sick leave and carried over to the following school year.

19.5 Bereavement Leave

A unit member shall be granted bereavement leave for the death of any member of the immediate family without loss of pay or deduction from other leave benefits found in this Article. This leave shall be for five (5) days. Such days need not be taken in consecutive order. Such days need to be taken within thirty (30) days of the death unless extenuating circumstances exist.

19.6 Jury Duty/Witness Leave

19.6.1 Unit members shall be granted leave, without loss of pay, to appear in court as a witness, other than as a litigant, or to respond to an official order from duly authorized government agencies, or to serve as a juror.

19.6.2 Any compensation, less any mileage expenses, received for appearance as a witness or from serving as a juror under this section shall be endorsed over to the District so that the unit member's compensation for any days of absence for the above purposes shall not be in excess of nor less than, her/his regular pay.

19.7 Industrial Accident and Illness Leave. Allowable industrial accident or illness leaves shall be provided to unit members who have worked in the District for at least one (1) year.

19.7.1 There shall be sixty (60) working days leave in any one fiscal year for the same accident. When this accident or illness occurs at a time when the full 60 days will overlap into the next fiscal year, the employee will be entitled to only that amount of time remaining at the end of the fiscal year in which the injury occurred for the same illness.

19.7.2 Allowable leave shall not be accumulated from year to year.

19.7.3 Industrial accident or illness leave will commence on the first day of the absence.

19.7.4 Payment for wages lost on any day shall not, when added to an award granted the employee under the state's workers compensation laws, exceed the normal daily wage.

- 19.7.5 Industrial accident or illness leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under worker's compensation.
- 19.7.6 During all paid leave of absences, whether industrial accident leave as provided herein, sick leave, vacation, compensated time off or other available leave provided by law or the action of the Governing Board, the employee shall endorse to the district wage loss benefit checks received under the state's worker compensation laws. The District, in turn, shall issue the employee appropriate warrants for payments of salary or wages and shall deduct normal retirement and authorized contributions.
- 19.7.7 When a unit member has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or accident for a period beyond the five-month period provided pursuant to EC 44977, and the employee is not medically able to resume the duties of his or her position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of 24 months if he or she is on probationary status, or for a period of 39 months if he or she is on permanent status. When the employee is medically able, during the 24 or 39 month period, he or she shall be returned to employment in a position for which he or she is credentialed and qualified. The 24 or 39 month period shall commence at the expiration of the five-month period pursuant to EC 44977.
- 19.7.8 An employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

## 19.8 Personal Leave without Pay

- 19.8.1 A permanent unit member may apply for and shall be granted an unpaid health leave of absence for the remainder of the current school year and up to one (1) additional school year. The unit member shall furnish the District, upon request; a physician's verification of her/his need for such health leave.
- 19.8.2 The District may grant a unit member, upon request, an unpaid leave of absence for up to one (1) school year to pursue personal endeavors such as, but not limited to, study, exchange teaching, Peace Corps, Vista, or other personal interests.

## 19.9 Disability Applicant Leave

The District shall grant an unpaid leave of absence to any unit member who has applied for a disability allowance from the State Teachers' Retirement System (STRS). If the unit member is determined to be eligible for the disability allowance by STRS, such leave shall be extended for the term of the disability, but not for more than thirty-nine (39) months from the date of notification of the determination. This leave shall be in addition and consecutive to any leave granted pursuant to Education Code Sections 44978 and 44978.1.

#### 19.10 Military Leave

An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

#### 19.11 Unpaid Sabbatical Leave

Prior to May 1, an employee may request in writing a sabbatical leave for the following school year. A sabbatical leave may be for one school year and subject to the approval of the Board of Trustees. The employee may continue with the district's medical benefits at the employee's expense. Payment for medical insurance must be paid 30 days in advance and by the first of each month. The district will notify the employee in writing that the insurance will be terminated by the end of the month when the payment is seven (7) days late. The employee must notify the administration in writing that he/she is planning to return to the district in paid status by February 1. By the same date, the employee may request in writing to the Board of Trustees a one year sabbatical leave extension.

#### 19.12 Professional Development Leave

Teachers will be granted no less than three (3) days of paid leave to attend professional development trainings each school year. The professional development leave is in addition to district offered/assigned professional development offerings. The professional development leave must be in alignment with district goals/mission and jointly agreed upon by teacher and administration. The request for professional development leave must be submitted for approval by district administration no less than 1 month prior to the leave being taken for the professional development event. Professional Development days that are not used, will not be carried over from year to year. The cost of the Professional Development may be supported by district funds upon the approval of administration.

#### 19.13 Attendance Incentive Plan

Plan is intended to reward regular attendance in order to improve the instructional program and reduce the costs of absenteeism. It is understood that any absences for illness or personal necessity, including those beyond the control of the employee, will adversely affect an employee's entitlements under this Plan. This Attendance Incentive Plan provides incentive payments which are intended to reduce employees' use of illness and personal necessity leave yet does not discourage the use of such leaves when appropriate and necessary; however, the Plan's incentive payments for annual unused illness leave do not reduce or otherwise affect the employee's accumulations of unused illness days or retirement service credit for unused illness days and have no impact upon vacation benefits.

19.13.1- Teachers who take no more than two (2) days of leave for any reason during the school year, other than school business which shall not be counted for the purpose of the Attendance Incentive, shall receive an incentive payment of \$350, paid to the qualifying employee in the month of June each school year



## **ARTICLE 20 CONSULTATION**

- 20.1 The Association has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, the selection of textbooks, and Board actions, or changes in written Board policies and/or written Administrative Rules and Regulations which affect employees covered by the terms of this Agreement.
- 20.2 The District shall provide written notice to the Association that action on any matter of consultation, as defined herein, is being considered. Such notice shall be given to provide sufficient time for the parties to meet and consult in good faith.
- 20.3 The Association may exercise its right to consult on proposed Board action(s) by requesting consultation on the subject(s).
- 20.4 Should the Association exercise its right to consult, the parties shall meet to exchange information, options, proposals and recommendations freely and to make a good faith effort to reach a resolution on the matter(s) under consideration.
- 20.5 The District shall give consideration to such presentations made by the Association prior to arriving at a determination of policy or course of action.

## **ARTICLE 21 ENGLISH LANGUAGE LEARNERS (ELL)**

- 21.1 Unit members serving in English Language Learners positions, including ELD, shall have the opportunity to participate in the determination and evaluation of the components of the District's ELL program.
- 21.2 Unit members shall have the opportunity to participate in the ongoing diagnosis of pupils.
- 21.3 Unit members shall be provided with appropriate and sufficient instructional materials and paraprofessional support for ELL students.
- 21.4 Unit members required to complete course work for ELL related certification shall be fully reimbursed for the cost of such training through a mutually agreeable program.

## **ARTICLE 22 PEER ASSISTANCE AND REVIEW**

The District and Association agree to establish a teacher support program for the purpose of developing and retaining employees who are new to the district, new to a grade level and/or existing teachers who request support. The teacher support program is intended to be a systemic support model accessing the skills, talents, knowledge and expertise of existing staff. The program will provide peer-to-peer coaching and is not evaluative in nature. Teacher support program is in addition to the induction program and is in no way to replace or conflict with that program or process.

New hires will be informed in writing of the opportunity for a peer mentor by the district as part of the hiring process. New hires will express in writing to administration interest in having an assigned mentor for the school year. Existing and/or returning staff will request a mentor for support no later than June 30<sup>th</sup> of each school year. A written request outlining area of focus and rationale for mentor support will be made in writing to administration.

Selection of the mentor will be the responsibility of the administration. Mentor positions will be posted as need arises for the position. The position will be posted in-house to all certificated staff for 15 calendar days. If the position becomes available during non- instructional time (summer months or vacation/holidays) eligible teachers will be notified by no less than two of the following methods: email, phone call and/or letter in the mail.

Mentors must have no less than 3 years teaching experience and demonstrate expertise and knowledge in effective instructional practice and/or specific content area. Certificated staff will submit to administration a letter of interest which must summarize qualifications, training and experience suited for the position. In addition to the letter of interest two letters of recommendation, at least one of which is from a teacher peer, will be submitted to administration.

Mentors will submit Teacher Support log (Appendix G) to administration at the end of each month. The teacher support program will support both mentor and mentee. The teacher support program will include the following:

MENTOR will receive timely, on-going training throughout the school year provided by the district and a \$600 stipend per year/per mentee. This stipend is in addition to induction program stipend, in the event that an induction program mentor is assigned to the mentee who is also enrolled in a district approved/provided induction program.

MENTOR: District will provide release time no less than 1 hour per month for mentor to observe mentee.

MENTEE: District will provide release time no less than 1 hour per month for mentee to observe mentor or other content or area specialist.

MENTEE: The district will provide induction program to new teachers at no cost to new teacher.

MENTOR and MENTEE (when hire date of new teacher allows) will attend a district provided five-day training program prior to in-service week around Effective Instructional Practices and/or Best Practice, inclusive of learning focused conversations/supervision. The newly hired teacher and mentor will be paid at the summer curriculum rate for the training program.

## **ARTICLE 23**

### **COMPLETION OF MEETING AND NEGOTIATING**

23.1 During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate with respect to any subject or matter referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or

contemplation of either or both the District and Association at the time they met and negotiated this Agreement, and even though such subjects or matters were proposed and later withdrawn, except for new legislative mandates.

## 23.2 Effects of This Agreement

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practice and procedures and over State laws to the extent permitted by law, and that in the absence of specific provision in this Agreement, District practices and procedures are discretionary. This written Agreement sets forth the full and complete agreement between the Parties concerning the subject matter hereof and supersedes all prior informal agreements thereon. There are no valid or binding representations, inducements, promises or agreements, oral or otherwise, between the Parties that are not embodied herein.

## **ARTICLE 24 PROFESSIONAL RIGHTS**

### 24.1 Public Complaints

Except in the case of criminal matters, no negative and/or unsatisfactory evaluation, assignment, discipline, dismissal, or other adverse action shall be predicated upon complaints, information or material of a derogatory or critical nature which has been received by the District from pupils, parents, employees and/or the public, unless the procedures specified in Board Policy 1312.1 (Appendix C) have been followed.

24.2 Every effort should be made to resolve the complaint at the earliest possible stage. If a written complaint is received, the Unit Member shall be given release time, if necessary, in order to prepare a written response to the complaint.

24.3 Any public complaint about a unit member will be reported and/or given to the unit member by the administrator receiving the complaint within five (5) days of receipt.

24.4 Complaints which are withdrawn shall not be placed in the unit member's personnel file nor utilized in an evaluation, disciplinary action or dismissal against the unit member.

24.5 All information and proceedings regarding any complaint shall be kept confidential by the District to the extent allowable by law.

### 24.6 Personal and Academic Freedom

Unit members must be employed, promoted or retained without illegal discrimination or harassment regarding their personal opinions or their scholarly, literary or artistic endeavors. The personal life of a unit member is not an appropriate concern of the District for the purposes of evaluation or disciplinary action unless it prevents the unit member from performing his/her duties. Except as provided by applicable law, no religious, political or personal activities, or lack thereof, of any unit member shall be used for purposes of evaluation, transfer, disciplinary or dismissal action.

## 24.7 Teaching Conditions

### 24.7.1 Educational Technology

Repairs, setup and programming of District purchased educational technology, equipment, and instructional devices shall be made as soon as possible by qualified personnel. Unit members shall not be required to perform any of the abovementioned tasks unless the task does not require technical expertise.

### 24.7.2 Facilities

Except in emergencies, necessary repairs and maintenance of classrooms and District facilities shall be made at a time that will not interfere with the instructional program. Should the health, safety, or welfare of pupils or unit members be endangered, immediate actions shall be taken by the District to correct the problem.

### 24.7.3 Supplies

Unit members shall not be expected to purchase supplies or use personal equipment for their assignment. The District shall provide liability coverage for any personal materials and/or property of unit members while on District property with prior approval by the District.

## 24.8 Instructional Aides

### 24.8.1 Participation in Selection Process

Unit members shall have the right to participate in the interview process for prospective instructional aides. The District shall coordinate with the Association representative to determine the interest and availability of unit members for participation in this process.

### 24.8.2 Assignment and Direction of Work of Instructional Aides

Assignment of instructional aides shall be within the complete discretion of the District. The District shall be responsible for directing the work of instructional aides in consultation with the unit member whose classroom to which the instructional aide is assigned.

### 24.8.3 Evaluation

The District shall be responsible for the evaluation of instructional aides. Unit members may provide feedback to the Superintendent and/or Principal regarding the performance of the instructional aides' work, but shall not participate in the evaluation of any instructional aides.

## 24.9 Cameras in Classrooms

Live feed or recorded video from cameras placed in classrooms for security purposes shall not be used for teacher observations in conjunction with evaluation purposes or for discipline or discharge of unit members. Access to such footage will be limited to school administrators or law enforcement personnel as is necessary for security purposes only. Such footage will not be shared with any other individuals in any manner, except when identification assistance is needed. For the purpose of this section, the term "other individuals" shall be defined as JESD staff member authorized by the superintendent/principal or designee.

#### 24.10 Multi-Grade Classes (TK-8)

Unit members teaching multi-graded classes shall receive a stipend of \$200 per month for every month they have a multi-grade class. The stipend shall be paid monthly.

## **ARTICLE 25 PERSONNEL FILES**

### 25.1 Maintenance of Personnel File

The District shall keep a single personnel file for each unit member at the central administrative office for the District and shall be maintained in confidence. Access to personnel files shall be limited to the Superintendent and/or Principal and confidential employee designees. Members of the District Board of Trustees may request the review of a teacher's personnel file only at a closed session of the entire Board, consistent with applicable provisions of the Brown Act. The District shall keep a log indicating the persons who have requested to examine the personnel file, as well as the dates such requests were made. Such log shall be available for examination by the employee and his/her authorized Associated representative.

### 25.2 Contents of Personnel File

All materials placed in an employee's personnel file shall be dated and signed by the contributor. No materials of a derogatory nature may be placed in an employee's personnel file without allowing the employee an opportunity to review and comment thereon during a ten (10) working day period.

### 25.3 Inspection by Employee or Association Representative

An employee may inspect material and obtain a copy of his/her personnel file by requesting such information of the Superintendent and/or Principal. Such inspection shall take place under the supervision of the Superintendent and/or Principal or confidential employee designee. Association representatives may also inspect and obtain a copy of an employee's personnel file with the written authorization of the employee.

## **ARTICLE 26 TERM**

This Agreement shall be effective from the date of ratification by both parties, and shall remain in full force and effect from July 1, 2020 until June 30, 2023, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no later than April 15, beginning in the year 2023, of its request to modify, amend or terminate this Agreement and until modified by a successor agreement.

**SIGNATURE PAGE**

**JOHNSTONVILLE ELEMENTARY  
SCHOOL DISTRICT**

**JOHNSTONVILLE TEACHERS  
ASSOCIATION**

\_\_\_\_\_  
President Board of Trustees

\_\_\_\_\_  
President

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Chief Negotiator

Amended \_\_\_\_\_

## SCHEDULE OF APPENDICES

APPENDIX A	
SENIORITY LIST .....	38
APPENDIX B	
CERTIFICATED EVALUATION PROCESS .....	39
APPENDIX B-1	
PRE-OBSERVATION CONFERENCE FORM .....	41
APPENDIX B-2	
FORMAL CLASSROOM OBSERVATION FORM .....	42
APPENDIX B-3	
SUMMARY EVALUATION OF TEACHING PERFORMANCE .....	49
APPENDIX B-4	
GOAL SETTING FORM.....	50
APPENDIX B-5	
IMPROVEMENT PLAN.....	51
APPENDIX C	
BOARD POLICY – PUBLIC COMPLAINTS .....	52
APPENDIX D	
SALARY SCHEDULE.....	57
APPENDIX E	
GRIEVANCE FORM .....	58
APPENDIX F	
TRANSFER REQUEST FORM .....	59
APPENDIX G	
PEER MENTOR SUPPORT LOG.....	60
APPENDIX H	
STIPEND POSITION JOB DESCRIPTIONS/EXPECTATIONS.....	61



## APPENDIX A

**CERTIFICATED SENIORITY LIST**  
**PLEASE REVIEW THIS DOCUMENT CAREFULLY**  
**APPENDIX A**

**CERTIFICATED SENIORITY LIST**  
**PLEASE REVIEW THIS DOCUMENT CAREFULLY**  
**10/01/2018**

<u>Last Name</u>  (yrs @ JO)	<u>First Name</u>	<u>Outside paid exp. To determine salary placement</u>	<u>Paid Start Date</u>	<u>Credential No.</u>	<u>Credential</u>	<u>Expires</u>	<u>Units beyond BA</u>	<u>Additional Credential</u>  <u>Authorizations</u>	<u>Date Term.or</u>  <u>Quit</u>
-	-	-	-	-	-	-	-	-	-
Urquizu (16)	Lisa ++	0	8/21/2002	160240438	Clear	3/1/2022	78	Eng. Soc. Stud. CLAD	6/30/2006
German-Howe (10)	Dawn	12	8/20/2009	170127671	Clear	9/1/2022	126	Ag/Eng Masters counseling/CLAD/PPS/Clear Admin	
Johnson (10)	Aaron	0	8/20/2009	160147946	Clear	8/1/2021	62	Multi.Subj/CLAD	
Kirkpatrick (5)	Bobbie	0	8/13/2014	170137953	Clear	6/1/2022	54	Multiple Subject Teaching Credential, Masters Instr. Design Tech	
Ward (4)	Jennifer	7	8/19/2015	170108072	Clear	5/1/2022	45	Multiple Subject /CLAD	
Wattenburg (2)	Keira	3	8/14/2017	160115681	Clear	5/1/2021	46	Multiple Subject /CLAD	
Johnson (2)	Marcie	0	8/14/2017	170021251	Preliminary	11/1/2019	46	Prelim. Multiple Subject	
Madden (1)	Veree	10	8/14/2018	150000978	Clear	7/1/2020	75	Multiple Subject/CLAD	
Harris	Jennifer	0	8/14/2018		Preliminary			Multiple Subject/CLAD	

\*\*Includes Leave of Absences

++Urquizu laid off in June 2006. Worked at Janesville School 06/07 school year (60% 8th grade teacher).  
 Rehired at Johnstonville 8/27/07.

\*\*German-Howe, Started in 09/10 school year. Assigned as 3rd grade; 10/11- 6th grade; 11/12- 60/40% Site  
 Admin/Intervention Teacher; 12/13 & 13/14 Principal/Counselor; 14/15 Instructional Facilitator.

\_\_\_\_\_  
 Signature: JTA President

\_\_\_\_\_  
 Date:

\_\_\_\_\_  
 Signature: Superintendent

\_\_\_\_\_  
 Date:

## APPENDIX B

### JOHNSTONVILLE ELEMENTARY SCHOOL DISTRICT CERTIFICATED EVALUATION PROCESS

#### PURPOSE

The purpose of teacher evaluation is to improve the educational program in the Johnstonville Elementary School District and to advance toward attainment of the District's stated educational goals.

The criteria to be used for evaluation relate specifically to the California Standards for the Teaching Profession:

<b>Standard One: Engaging and Supporting All Students in Learning</b>
---

- |  |
|--|
| <ol style="list-style-type: none"> <li>1.1 Using knowledge of students to engage them in learning</li> <li>1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests</li> <li>1.3 Connecting subject matter to meaningful, real-life contexts</li> <li>1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs</li> <li>1.5 Promoting critical thinking through inquiry, problem solving, and reflection</li> <li>1.6 Monitoring student learning and adjusting instruction while teaching</li> </ol> |
|--|

<b>Standard Two: Creating and Maintaining Effective Environments for Student Learning</b>
---

- |  |
|--|
| <ol style="list-style-type: none"> <li>2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully</li> <li>2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students</li> <li>2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe</li> <li>2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students</li> <li>2.5 Developing, communicating, and maintaining high standards for individual and group behavior</li> <li>2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn</li> <li>2.7 Using instructional time to optimize learning</li> </ol> |
|--|

<b>Standard Three: Understanding and Organizing Subject Matter for Student Learning</b>
---

- |   |
|---|
| <ol style="list-style-type: none"> <li>3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks</li> <li>3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter</li> <li>3.3 Organizing curriculum to facilitate student understanding of the subject matter</li> <li>3.4 Utilizing instructional strategies that are appropriate to the subject matter</li> <li>3.5 Using and adapting resources, technologies, and standards-aligned instructional materials to make subject matter accessible to all students</li> <li>3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content</li> </ol> |
|---|

<b>Standard Four: Planning Instruction and Designing Learning Experiences for All Students</b>
--

- |   |
|---|
| <ol style="list-style-type: none"> <li>4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction</li> <li>4.2 Establishing and articulating goals for student learning</li> <li>4.3 Developing and sequencing long-term and short-term instructional plans to support student learning</li> <li>4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students</li> <li>4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students</li> </ol> |
|---|

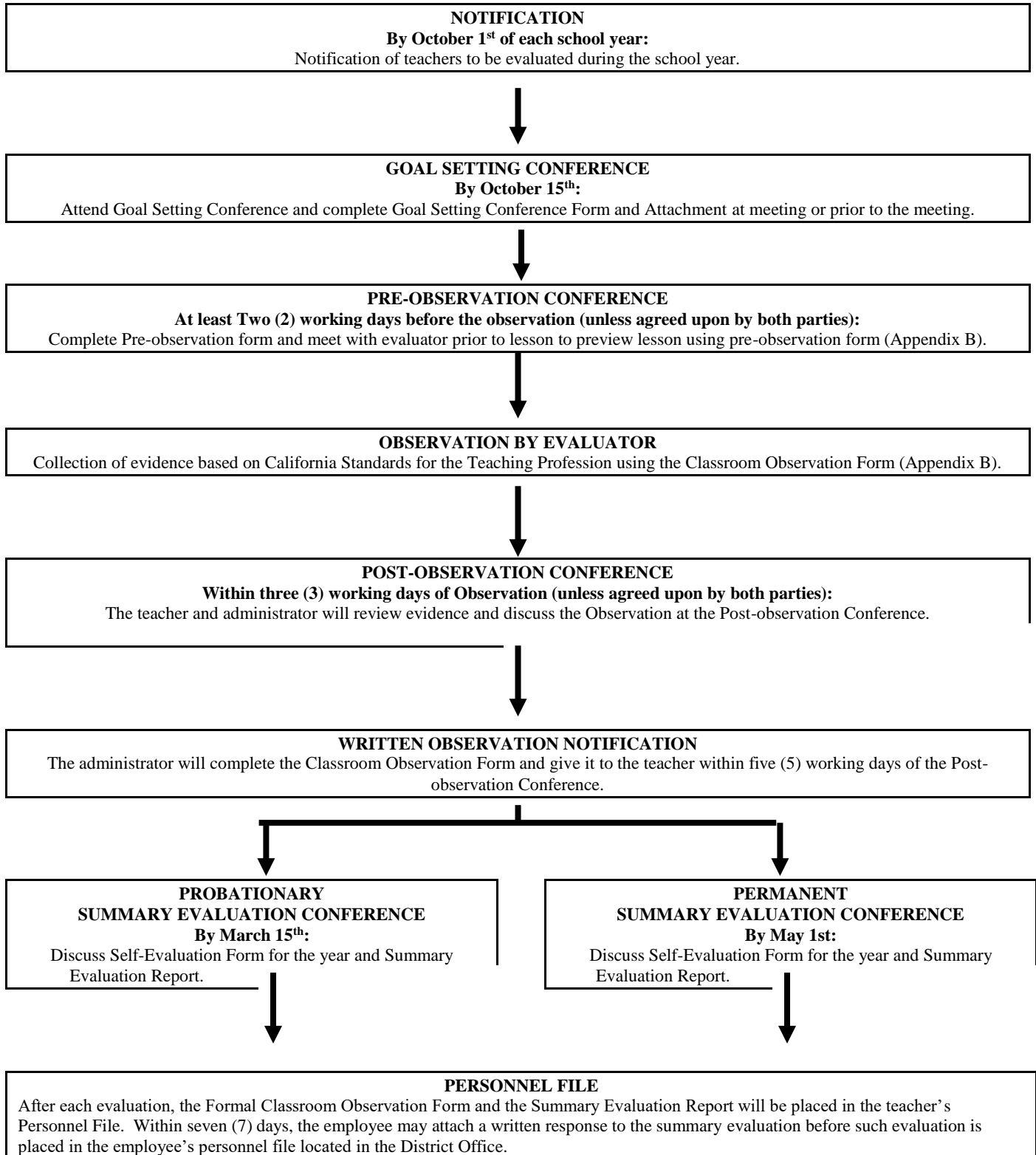
<b>Standard Five: Assessing Students for Learning</b>
---

- |   |
|---|
| <ol style="list-style-type: none"> <li>5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments</li> <li>5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction</li> <li>5.3 Reviewing data, both individually and with colleagues, to monitor student learning</li> <li>5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction</li> <li>5.5 Involving all students in self-assessment, goal setting, and monitoring progress</li> <li>5.6 Using available technologies to assist in assessment, analysis, and communication of student learning</li> <li>5.7 Using assessment information to share timely and comprehensible feedback with students and their families</li> </ol> |
|---|

<b>Standard Six: Developing as a Professional Educator</b>
--

- |   |
|---|
| <ol style="list-style-type: none"> <li>6.1 Reflecting on teaching practice in support of student learning</li> <li>6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development</li> <li>6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning</li> <li>6.4 Working with families to support student learning</li> <li>6.5 Engaging local communities in support of the instructional program</li> <li>6.6 Managing professional responsibilities to maintain motivation and commitment to all students</li> <li>6.7 Demonstrating professional responsibility, integrity, and ethical conduct</li> </ol> |
|---|

**JOHNSTONVILLE ELEMENTARY SCHOOL DISTRICT  
TIMELINE FOR  
CERTIFICATED EMPLOYEES EVALUATIONS**



**APPENDIX B-1**  
**JOHNSTONVILLE ELEMENTARY SCHOOL DISTRICT**  
**Pre-Observation Conference Form**

*Please complete this form and bring it with you to the pre-observation conference for discussion.*

Teacher:

Pre-Observation Conference Date/Time:

Evaluator:

Classroom Observation Date/Time:

1. What specific content standards and goals/objectives have you set for the lesson to be observed?

2. What information have students learned just prior to this lesson?

3. How will you engage and support all students in learning?

4. How will you create and maintain an effective environment for student learning?

5. How will you organize subject matter, plan instruction, and design experiences for student learning?

6. How will you assess students for learning?

**APPENDIX B-2**  
**JOHNSTONVILLE ELEMENTARY SCHOOL DISTRICT**  
 Classroom Observation Form

Teacher: \_\_\_\_\_ Evaluator: \_\_\_\_\_ School Year: \_\_\_\_\_

Date: \_\_\_\_\_ Time of observation (Min. 30 minutes): \_\_\_\_\_

Employment Status:   Permanent                      Probationary                      Temporary                      Other\_\_\_\_\_

		Observed	Not Observed
<b>ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING</b>			
1.1	Using knowledge of students to engage them in learning		
1.2	Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests		
1.3	Connecting subject matter to meaningful, real-life contexts		
1.4	Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs		
1.5	Promoting critical thinking through inquiry, problem solving, and reflection		
1.6	Monitoring student learning and adjusting instruction while teaching		
<b>Comments:</b>			
<b>CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING</b>			
2.1	Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully		
2.2	Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students		
2.3	Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe		
2.4	Creating a rigorous learning environment with high expectations and appropriate support for all students		
2.5	Developing, communicating, and maintaining high standards for individual and group behavior		
2.6	Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn		
2.7	Using instructional time to optimize learning		
<b>Comments:</b>			
<b>UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING</b>			
3.1	Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks		
3.2	Applying knowledge of student development and proficiencies to ensure student understanding of subject matter		
3.3	Organizing curriculum to facilitate student understanding of the subject matter		
3.4	Utilizing instructional strategies that are appropriate to the subject matter		
3.5	Using and adapting resources, technologies, and standards-aligned instructional materials to make subject matter accessible to all students		
3.6	Addressing the needs of English learners and students with special needs to provide equitable access to the content		

		Observed	Not Observed
<b>Comments:</b>			

		Observed	Not Observed
<b>PLANNING INSTRUCTION AND DESIGNING LEARNING ACTIVITIES FOR ALL STUDENTS</b>			
4.1	Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction		
4.2	Establishing and articulating goals for student learning		
4.3	Developing and sequencing long-term and short-term instructional plans to support student learning		
4.4	Planning instruction that incorporates appropriate strategies to meet the learning needs of all students		
4.5	Adapting instructional plans and curricular materials to meet the assessed learning needs of all students		
<b>Comments:</b>			
<b>ASSESSING STUDENT LEARNING</b>			
5.1	Applying knowledge of the purposes, characteristics, and uses of different types of assessments		
5.2	Collecting and analyzing assessment data from a variety of sources to inform instruction		
5.3	Reviewing data, both individually and with colleagues, to monitor student learning		
5.4	Using assessment data to establish learning goals and to plan, differentiate, and modify instruction		
5.5	Involving all students in self-assessment, goal setting, and monitoring progress		
5.6	Using available technologies to assist in assessment, analysis, and communication of student learning		
5.7	Using assessment information to share timely and comprehensible feedback with students and their families		
<b>Comments:</b>			

**PRACTICES YOU SHOULD CONTINUE TO USE:**

**AREAS FOR FUTURE GROWTH:**

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Date

The teacher's signature does not constitute an endorsement of the evaluator's notations, but is an acknowledgment that the document has been received. Teachers have the right to submit an additional written response for inclusion in this report.

ATTACHMENTS:     Yes (Signed and dated by both parties) Submitted by \_\_\_\_\_  
                           No

*Original/White - Personnel File, Copy/Canary - Teacher, Copy/Pink - Evaluator*

**JOHNSTONVILLE ELEMENTARY SCHOOL DISTRICT**  
**Self-Evaluation Form (Optional)**

Teacher's Name:
Subjects/Grade Levels Taught:
School:

<b>Standard One: Engaging and Supporting All Students in Learning</b>
---

- 1.1 Using knowledge of students to engage them in learning
- 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests
- 1.3 Connecting subject matter to meaningful, real-life contexts
- 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs
- 1.5 Promoting critical thinking through inquiry, problem solving, and reflection
- 1.6 Monitoring student learning and adjusting instruction while teaching

Strengths:

Area(s) for Improvement:

<b>Standard Two: Creating and Maintaining Effective Environments for Student Learning</b>
---

- 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
- 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
- 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
- 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students
- 2.5 Developing, communicating, and maintaining high standards for individual and group behavior
- 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn
- 2.7 Using instructional time to optimize learning

Strengths:

Area(s) for Improvement:

<b>Standard Three: Understanding and Organizing Subject Matter for Student Learning</b>
---

- 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
- 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
- 3.3 Organizing curriculum to facilitate student understanding of the subject matter
- 3.4 Utilizing instructional strategies that are appropriate to the subject matter
- 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials to make subject matter accessible to all students
- 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content

Strengths:

Area(s) for Improvement:



Standard Four: Planning Instruction and Designing Learning Experiences for All Students
---

- 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
- 4.2 Establishing and articulating goals for student learning
- 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning
- 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
- 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

Strengths:

Area(s) for Improvement:

Standard Five: Assessing Students for Learning
--

- 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments
- 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction
- 5.3 Reviewing data, both individually and with colleagues, to monitor student learning
- 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
- 5.5 Involving all students in self-assessment, goal setting, and monitoring progress
- 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning
- 5.7 Using assessment information to share timely and comprehensible feedback with students and their families

Strengths:

Area(s) for Improvement:

Standard Six: Developing as a Professional Educator
---

- 6.1 Reflecting on teaching practice in support of student learning
- 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development
- 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning
- 6.4 Working with families to support student learning
- 6.5 Engaging local communities in support of the instructional program
- 6.6 Managing professional responsibilities to maintain motivation and commitment to all students
- 6.7 Demonstrating professional responsibility, integrity, and ethical conduct

Strengths:

Area(s) for Improvement:

**CERTIFICATED EVALUATION RUBRIC**  
**Johnstonville Elementary School District**

*This rubric will be used as a basis for the Summary Evaluation*

	<b>Does Not Meet the California Standards for the Teaching Profession (1)</b>	<b>Infrequently Meets the California Standards for the Teaching Profession (2)</b>	<b>Meets the California Standards for the Teaching Profession (3)</b>	<b>Consistently Exceeds the California Standards for the Teaching Profession (4)</b>
<b>STANDARD ONE: Engaging and Supporting All Students in Learning</b>	<p>Teacher confines instruction to materials in text and uses a limited range of instructional strategies. Skills may be presented in isolation and with little opportunity to assess prior knowledge or apply new learning to problem solving situations.</p> <p>Other components of this standard are not evidenced.</p>	<p>Teacher occasionally builds on prior knowledge and life experiences in designing lessons. Multiple learning strategies may be used to engage students in thinking within and across subject areas. Students begin to apply few new skills to real life problems.</p>	<p>Teacher routinely assesses background knowledge and designs activities to build or correct inaccurate knowledge. Learning activities are selected from a wide range of experiences to meet the learning styles of groups within the class. Students are encouraged to ask critical questions and view problems from different perspectives when problem solving. Students take an active part in correcting and reviewing their work, with some opportunities for peer evaluation.</p>	<p>Teacher regularly designs motivational openings for lessons that engage, assess, and build background knowledge, and continues to assess throughout instruction. In addition to having well planned lessons, the teacher is able to take advantage of unexpected events or to modify the lesson effectively when students are not succeeding. Students pose relevant questions and consider other viewpoints when reflecting and evaluating content in meaningful contexts that encourage application of skills. A variety of activities are planned that help students make decisions about managing time, materials, and learning activities, leading toward autonomous learning.</p>
<b>STANDARD TWO: Creating and Maintaining Effective Environment for Student Learning</b>	<p>Teacher demonstrates limited skill in establishing and maintaining a safe learning environment in which all students are treated fairly.</p> <p>Other components of this standard are not evidenced.</p>	<p>Teacher maintains a safe learning environment. Teacher institutes some routines and procedures that promote interactions between teacher and students and among students.</p>	<p>Teacher creates a safe physical environment that engages all students and promotes the effective use of instructional time. Teacher institutes and models procedures and routines that are consistent and clearly understood by all. Classroom environment and climate promote social development and group responsibility as well as support student learning.</p>	<p>Teacher facilitates multiple learning opportunities in which students take responsibility for creating a safe environment that is conducive to learning. Teacher ensures constructive interaction, students working independently and collaboratively. Teacher maximizes effective use of time and resources.</p>
<b>STANDARD THREE: Understanding and Organizing Subject Matter for Student Learning</b>	<p>Teacher exhibits limited working knowledge of subject matter and student development.</p> <p>Other components of this standard are not evidenced.</p>	<p>Teacher uses some subject matter knowledge and student development knowledge to organize curriculum to facilitate students' understanding of the basic central themes, concepts, and skills.</p>	<p>Teacher uses a good understanding of subject matter and student development to interrelate ideas and information within and across subject areas to extend student's understanding.</p>	<p>Teacher uses a strong knowledge of subject matter, student development, instructional resources, and teaching strategies to make subject matter accessible to all students and to help students understand the central themes, concepts, and skills within the subject area and across subject areas.</p>
<b>STANDARD FOUR: Planning Instruction and Designing Learning Experiences for All Students</b>	<p>Teacher rarely sequences curriculum and designs long and short term plans.</p> <p>Other components of this standard are not evidenced.</p>	<p>Teacher generally plans instruction without drawing upon students' backgrounds. Occasionally establishes class goals with regard for student experience, language development, and home and school expectations.</p>	<p>Teacher's plans incorporate related subject matter knowledge, reflect grade-level curriculum expectations, and effectively use a variety of instructional strategies to promote learning goals and connect with student experiences and interests. Teacher routinely assesses student progress and modifies instructional plans to adjust for student needs.</p>	<p>Teacher creates long and short term plans and helps students take ownership of challenging goals that are enriched by student background and experiences, guided by state and local standards and grade level expectations. Teacher modifies and adjusts plans and goals according to student achievement, as measured by ongoing assessment and student interests.</p>
<b>STANDARD FIVE: Assessing Student Learning</b>	<p>Teacher collects information about student performance from a single or limited source.</p> <p>Other components of this standard are not evidenced.</p>	<p>Teacher collects information from a variety of sources, including formal and informal assessments without consistently utilizing the results to adjust instruction.</p>	<p>Teacher uses a variety of sources to assess students and involves students in assessing and setting goals based on an examination of their own work. Teacher uses available District tools to assist in assessment, analysis, and communication of student learning in a timely manner. Teacher adjusts instruction and learning activities based on assessment.</p>	<p>Using a variety of sources and available District tools (including students' assessment of own work) and based on clearly articulated goals, teacher assesses student achievement and communicates results with parents, support staff, and students. Teacher (sometimes teacher and students collaboratively) continually adjusts instruction and learning opportunities to more closely fit student needs. Teacher guides students in setting and adjusting independent learning goals based on collaborative examination of students' work.</p>

<p><b>STANDARD SIX: Developing as a Professional Educator</b></p>	<p>Teacher minimally collaborates with colleagues or the broader professional community to support student learning. Teacher does not work collaboratively with families to support student learning. Teacher manages professional responsibilities marginally.</p> <p>Other components of this standard not evidenced</p>	<p>Teacher occasionally collaborates with colleagues or the broader professional community to support student learning. At times, teacher works collaboratively with families to support student learning. Teacher manages professional responsibilities occasionally.</p>	<p>Teacher reflects on personal teaching practices and actively engages in planning personal goals for professional development. Teacher demonstrates effective interpersonal communication skills within the school and larger community. Teacher manages professional duties proficiently. Teacher works effectively with families to support student learning.</p>	<p>Teacher has leadership role in creating professional working relationships with staff and in the larger school community. Teacher seeks learning opportunities and professional contacts to enhance classroom practice and school goals and to expand and deepen personal repertoire of skills and strategies. Teacher positively manages challenging situations that may involve conflicts with families and colleagues.</p>
---	--	--	---	--

**JOHNSTONVILLE ELEMENTARY SCHOOL DISTRICT**  
Summary Evaluation Report

Teacher: \_\_\_\_\_ Status: \_\_\_\_\_  
 Site: \_\_\_\_\_ Date: \_\_\_\_\_  Probationary 1  Permanent  
 Other \_\_\_\_\_  
 Grade Level/Subject: \_\_\_\_\_  Probationary 2  Temporary

The following information is derived using the Certificated Evaluation Rubric

**Definitions:**

- 4 Consistently exceeds the California Standards for the Teaching Profession - Exceeds District Standards
- 3 Meets and occasionally exceeds the California Standards for the Teaching Profession - Meets District Standards
- 2 Infrequently meets the California Standards for the Teaching Profession - Needs Improvement (See Recommendations Below)
- 1 Rarely meets the California Standards for the Teaching Profession - Unsatisfactory (See Requirements Below)

<b>EVALUATION</b>				
1	2	3	4	
				Standard 1: Engaging and Supporting All Students in Learning
				Standard 2: Creating and Maintaining Effective Environments for Student Learning
				Standard 3: Understanding and Organizing Subject Matter for Student Learning
				Standard 4: Planning Instruction and Designing Learning Experiences for All Students
				Standard 5: Assessing Students for Learning
				Standard 6: Developing as a Professional Educator

Commendations:

Recommendations:

Requirements:

<b>Overall Rating</b>		
<input type="checkbox"/> <b>Meets/Exceeds District Standards</b> <i>All 3's/4's with no more than a single 2</i>	<input type="checkbox"/> <b>Needs Improvement</b> <i>Two or more 2's or any 1's</i> <i>See Recommendations Above</i>	<input type="checkbox"/> <b>Unsatisfactory</b> <i>Two or more 1's</i> <i>See Requirements Above</i>

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluatee's Signature\*

\_\_\_\_\_  
Date

Attachment  Yes  No

Five Year Evaluation Cycle:

This teacher's next evaluation will be on:

\*Signature does not necessarily indicate agreement. A written response may be attached within seven (7) working days.

*Original/White - Personnel File, Copy/Canary - Teacher, Copy/Pink - Evaluator*

## APPENDIX B-4

<b>Goal Setting Conference</b>					
Specific (What do you want to achieve?)	Measurable (How will you know the goal has been met?)	Action (What action will you take? How will you accomplish the goal?)	Relevant (Why is this important?)	Time Frame (When do you hope to complete this?)	<b>Describe Possible Evidence</b> (How will you know if your goal has been reached or whether or not it has impacted student learning?) This is what you will include when you write your reflection later in the year.

Appendix B-5  
IMPROVEMENT PLAN

JESD Improvement Plan- <b>EXEMPLAR</b>						
This improvement plan is to be developed with the teacher. Specific goals, suggestions for improvement and assistance plans must be documented below. A copy of this form will be attached to the teacher's evaluation and should be signed by both the teacher and the evaluator.						
Teacher: Jane Grizzly grade			Assignment: 5th Date: 10/25/17			
Professional Standard	Specific area(s) for improvement	Actions for Improvement	Assistance provided/requested	Timeline for actions	Evaluation of progress	Date of evaluation of progress
CTSP 1.0 Engaging and Supporting All Students in Learning	CSTP 1.6 Monitoring student learning and adjusting instruction while teaching	<p>Teacher will: Plan for and implement during instruction formative assessments (Check for Understanding)</p> <p>Formative assessment attributes that shall be observed are:</p> <p>1. Engage all students to respond to a question by signaling, writing, or performing 2. Review elicited behavior to check all students' understanding to determine instructional needs 3. Provide acknowledgment or clarification as needed</p>	<p>Release time for teacher to observe peer teacher who has a strength in Formative Assessment</p> <p>Release time to meet with district Academic Coach/ Facilitator for coaching around formative assessment</p> <p>Reference and professional development references for teacher (T4S protocol, Checking for Understanding: Formative Assessment Techniques for Your Classroom by Douglas Fisher and Nancy Frey)</p>	All actions shall be observed and assistance coordinated within three weeks of this meeting	<p>Administration observation indicates that formative assessment with all but one attribute (providing adjustments) have been implemented on 2 of 3 visits to the classroom.</p> <p>Lesson plans have been modified to include a section for formative assessment</p> <p>Student scores on summative assessments have increased and teacher suggests that this is due to formative assessments during instruction</p> <p>Teacher self-evaluation indicates an increased capacity for CSTP 1.6</p>	<p>11/15/17: observation</p> <p>11/24/17: observation</p> <p>12/12/17: observation</p> <p>11/22/17: Lesson plan review with admin</p> <p>12/20/17: PLC data review and reflection with teachers</p> <p>1/18/18: Follow up meeting with admin</p>

## APPENDIX C

# Board Policy

BP 1312.1

## Community Relations

### Complaints Concerning District Employees

The Governing Board accepts responsibility for providing a means by which the public can hold employees accountable for their actions. The Board desires that complaints be resolved expeditiously without disrupting the educational process.

The Superintendent/Principal or designee shall develop regulations, which permit the public to submit complaints against district employees in an appropriate way. These regulations shall protect the rights of involved parties. The Board may serve as an appeals body if the complaint is not resolved.

*(cf. 1312.2 - Complaints Concerning Instructional Material)*

*(cf. 1312.3 - Uniform Complaint Procedures)*

*(cf. 3515.2 - Disruptions)*

The Board prohibits retaliation against complainants. The Superintendent/Principal or designee at his/her discretion may keep a complainant's identity confidential, except to the extent necessary to investigate the complaint. The district will not investigate anonymous complaints unless it so desires.

#### *Legal Reference:*

#### EDUCATION CODE

33308.1 *Guidelines on procedure for filing child abuse complaints*

35146 *Closed sessions*

44031 *Personnel file contents and inspection*

44811 *Disruption of public school activities*

44932-44949 *Resignation, dismissal and leaves of absence (rights of employee; procedures to follow)*

48987 *Child abuse guidelines*

#### GOVERNMENT CODE

54957 *Closed session; complaints re employees*

54957.6 *Closed session; salaries or fringe benefits*

#### PENAL CODE

273 *Cruelty or unjustifiable punishment of child*

11164-11174.3 *Child Abuse and Neglect Reporting Act*

#### WELFARE AND INSTITUTIONS CODE

300 *Minors subject to jurisdiction of juvenile court*

#### *Management Resources:*

#### CDE LEGAL ADVISORIES

0910.93 *Guidelines for parents to report suspected child abuse by school district employees or other persons against a pupil at school site (LO:4-93)*

**Policy Adopted:  
DISTRICT**

**JOHNSTONVILLE ELEMENTARY SCHOOL**

Susanville, California

## Administrative Regulation

AR 1312.1

### Community Relations

#### Complaints Concerning District Employees (continued)

The Superintendent or designee shall determine whether a complaint should be considered a complaint against the district and/or an individual employee, and whether it should be resolved by the district's process for complaints concerning personnel and/or other district procedures.

*(cf. 1312.2 – Complaints Concerning Instructional Materials)*

*(cf. 1312.3 – Uniform Complaint Procedures)*

*(cf. 4144/4244/4344 – Complaints)*

To promote prompt and fair resolution of the complaint, the following procedures shall govern the resolution of complaints against district employees:

1. Every effort should be made to resolve a complaint at the earliest possible stage. Whenever possible, the complainant should communicate directly to the employee in order to resolve concerns.
2. If a complainant is unable or unwilling to resolve the complaint directly with the employee, he/she may submit an oral or written complaint to the employee's immediate supervisor or the principal.
3. All complaints related to district personnel other than administrators shall be submitted in writing to the principal or immediate supervisor. If the complainant is unable to prepare the complaint in writing, administrative staff shall help him/her to do so. Complaints related to a principal or central office administrator shall be initially filed in writing with the Superintendent or designee. Complaints related to the Superintendent shall be initially filed in writing with the Board.
4. When a written complaint is received, the employee shall be notified within five days or in accordance with collective bargaining agreements.
5. A written complaint shall include:
  - a. The full name of each employee involved
  - b. A brief but specific summary of the complaint and the facts surrounding it
  - c. A specific description of any prior attempt to discuss the complaint with the employee and the failure to resolve the matter

**JOHNSTONVILLE ELEMENTARY SCHOOL DISTRICT**

Susanville, California

Agreement November 2022



6. Staff responsible for investigating complaints shall attempt to resolve the complaint to the satisfaction of the parties involved within 30 days.
  7. Both the complainant and the employee against whom the complaint was made may appeal a decision by the principal or immediate supervisor to the Superintendent or designee, who shall attempt to resolve the complaint to the satisfaction of the person involved within 30 days. Parties should consider and accept the Superintendent or designee's decision as final. However, the complainant, the employee, or the Superintendent or designee may ask to address the Board regarding the complaint.
  8. Before any Board consideration of a complaint, the Superintendent or designee shall submit to the Board a written report concerning the complaint, including but not limited to:
    - a. The full name of each employee involved
    - b. A brief but specific summary of the complaint and the facts surrounding it, sufficient to inform the Board and the parties as to the precise nature of the complaint and to allow the parties to prepare a response
    - c. A copy of the signed original complaint
    - d. A summary of the action taken by the Superintendent or designee, together with his/her specific finding that the problem has not been resolved and the reasons
  9. The Board may uphold the Superintendent's decision without hearing the complaint.
  10. All parties to a complaint may be asked to attend a Board meeting in order to clarify the issue and present all available evidence.
  11. A closed session may be held to hear the complaint in accordance with law.
- (cf. 9321 - *Closed Session Purposes and Agendas*)  
 (cf. 9323 - *Meeting Conduct*)
12. The decision of the Board shall be final.

Any complaint of child abuse or neglect alleged against a district employee shall be reported to the appropriate local agencies in accordance with law, Board policy and administrative regulation.

(cf. 5141.4 - *Child Abuse Prevention and Reporting*)

**Regulation Approved:**

**JOHNSTONVILLE ELEMENTARY SCHOOL DISTRICT**  
Susanville, California

Community Relations  
CITIZEN COMPLAINT FORM

E 1312.1 (a)

Date: \_\_\_\_\_

COMPLAINT DEFINITION: A complaint is a written statement, signed and verified under penalty of perjury by a citizen complainant on forms provided by the office of the board of Trustees, which challenges a specific district operation or the personal capacity of an employee(s) of this school district to render services to the district.

STATEMENT OF COMPLAINT: (Names, dates, places. Attach additional pages if necessary)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date/s of Informal Meeting/s \_\_\_\_\_

Reason Informal Resolution Not Acceptable:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Settlement Requested (specific actions requested):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**JOHNSTONVILLE ELEMENTARY SCHOOL DISTRICT**  
Susanville, California

Name(s) of witness(es) to substantiate Incident:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMPLAINT SUBMITTED TO:

Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Date: \_\_\_\_\_

COMPLAINT FILED UNDER PENALTY OF PERJURY BY:

Signature: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Phone: \_\_\_\_\_

Accepted by Board of Trustees on: \_\_\_\_\_, 20\_\_\_\_\_

<b>CERTIFICATED SALARY SCHEDULE</b>					
<b>2022-2023</b>					
July '17	3% and Restructure Salary Schedule				
April '19	1% and Restructure Salary Schedule to 2.5% in all steps				
19-20	1% increase for 2019-2020				
March '22	3% Increase				
Nov '22	7% Increase				
<b>Step</b>	<b>Column I BA +15 ***</b>	<b>Column II BA +30</b>	<b>Column III BA +45</b>	<b>Column IV BA +60</b>	<b>Column V BA +75</b>
1	41,240	48,440	49,536	50,775	52,044
2	42,270	49,651	50,775	52,077	53,343
3		50,893	52,044	53,344	54,678
4		52,165	53,345	54,677	56,047
5		53,469	54,679	56,048	57,445
6		54,805	56,046	57,446	58,883
7		56,177	57,448	58,882	60,353
8		57,578	58,881	60,827	61,864
9		59,018	60,352	62,934	63,410
10			61,863	64,481	64,996
11			62,309	64,995	66,621
12				66,621	68,287
13				68,286	69,993
14				69,992	71,741
15				71,742	73,537
16				73,537	75,376
17				75,375	77,258
18				77,259	79,189
19				79,189	81,168
20				81,168	83,199
21				83,198	85,280
22				85,279	87,410
23				87,409	89,595
24				89,595	91,834
25				91,835	94,133
A STIPEND OF \$773 WILL BE AWARDED TO CERTIFICATED EMPLOYEES HOLDING A MASTER'S DEGREE					
HEALTH BENEFIT CAP \$1325 MONTHLY/\$15,900 ANNUALLY					
2.5% BETWEEN STEPS 1-25					
JESD WILL GIVE UP TO 12 YEARS SERVICE CREDIT FOR PREVIOUS CERTIFICATED EXPERIENCE.					
***COLUMN I IS FOR INTERNS OR THOSE WITH EMERGENCY CREDENTIALS.					
ADVANCEMENT TO COL. II-IV WITH A MINIMUM OF PRELIMINARY CREDENTIAL					
Board Approved:		11/10/2022			

## APPENDIX E

**JOHNSTONVILLE TEACHERS ASSOCIATION  
GRIEVANCE FORM FOR CERTIFICATED EMPLOYEES**

<b>Full Name of Grievant</b>	<b>Grievant Home Phone</b>
<b>Grievant's Assigned Work Location</b>	<b>Grievant School Phone</b>
<b>Grievant's Home Address, Including City &amp; Zip</b>	
<b>Specific Article(s) &amp; Section(s) of the Agreement Allegedly Violated</b>	
<b>Statement of Complaint (State the facts related to the Grievance, including names, dates &amp; circumstances).</b>	
<b>Remedy Sought Under the Agreement</b>	
<b>Are you being represented by _____ in this Grievance? Yes _____ No _____</b>	

**Date filed with Immediate Administrator** \_\_\_\_\_

**Grievant's Signature:** \_\_\_\_\_

**Copies of this form shall be distributed as follows:**

1. Immediate Administrator
2. Grievant
3. CTA/Redding CTA Office

## APPENDIX F

### Johnstonville Elementary School District Request for Reassignment Form

Name: \_\_\_\_\_ Teacher Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Reassignment: A reassignment is the movement of a unit member from one subject area to another subject area, one grade level to another grade level, or from one configuration to another such as teach teacher, restructuring, or other reconfiguration within the same worksite.**

**Criteria to determine the unit member's qualifications:**

- Credentials and certifications of the unit member (attached and/or verified by the district and/or teacher).
- Experience and training related to the position (attached and/or verified by the district and/or teacher).
- Years of experience (verified by the district and/or teacher).
- Seniority in the district (verified by the district).
- Description of the unit member's interest in the position (attached by teacher).

**"The foregoing factors are not in any priority order and if unit member fails to satisfy any qualification, based upon the sole discretions of the District, the request for voluntary reassignment may be denied."**

**Grade level or position requested:** \_\_\_\_\_

**Approved**      **Administrator Signature:** \_\_\_\_\_      **Date:** \_\_\_\_\_

**Denied**      **Administrator Signature:** \_\_\_\_\_      **Date:** \_\_\_\_\_

**Note: A reassignment request shall not be denied arbitrarily, capriciously, or for discriminatory or retaliatory reasons. If a unit member's request for voluntary reassignment is denied, the unit member, upon request, shall be granted a meeting with the administrator who denied the request to discuss the reasons for the denial. Following the meeting, the unit member may request and shall receive written reasons for the denial, based on the criteria listed below.**

**Appendix: G  
Teacher Support Log**

Completed monthly

Submitted to administration at the end of each month

<b>Mentor Name:</b> <b>Grade level:</b>		<b>Mentee Name:</b> <b>Grade level:</b>	
<b>Celebrations/Successes:</b>	<b>Immediate Concerns:</b>	<b>Individual learning focus:</b>	
<b>CSTP or student outcome addressed:</b>	<b>Mentor's next steps to support mentee:</b>	<b>Additional Support Coordinated by Mentor (List name of person or resource and reason for additional support)</b>	
<b>List any professional development you attended this month and its purpose:</b>	<b>Weekly Meeting Date:</b>	<b>Total Hours Met</b>	<b>If you did not meet provide explanation</b>
<b>Observations conducted by Mentor:</b>		<b>Observations conducted by Mentee:</b>	
<b>Date:</b>		<b>Date:</b>	
<b>Who was observed? List name and grade/content</b>		<b>Who was observed? List name and grade/content</b>	
<b>Was a substitute required? Yes or No</b>		<b>Was a substitute required? Yes or No</b>	
<b>Purpose of Observation</b>		<b>Takeaways from observation</b>	

**Mentor Signature:**

**Mentee Signature:**

## **Appendix: H**

### **Stipend Position Job Descriptions/Expectations**

#### **Peer Mentor Teacher**

Provide voluntary assistance to newly hired teachers and experienced teachers who are seeking assistance in implementing new strategies in their classrooms.

#### Qualifications:

1. Bachelor's Degree from accredited educational institution, Master's degree preferred
2. Must have three years teaching experience.
3. Must submit letter of interest detailing qualifications and experience relevant to the position
4. Must submit two letters of recommendations, at least one of which is from a teacher peer
5. Experience/training as a mentor teacher preferred

#### Knowledge, Skill and Abilities:

Demonstrated teaching and leadership skills, written and oral communication skills, extensive knowledge of teaching techniques, curriculum and staff development. Ability to collect and analyze data from a variety of sources, evaluate and make recommendations. Ability to work cooperatively and collaboratively with others, demonstrate self-discipline, initiative and follow state and local guidelines. Demonstrated planning and organization. Ability to provide appropriate educational environment and experiences based on developmental needs of students, behavioral management techniques; current knowledge of educational trends, methods, research and technology.

#### Performance Responsibilities: Essential Functions

1. Plan and implement professional development opportunities for the mentee that address both current research and future instructional needs.
2. Demonstrate/model effective teaching techniques
3. Meet a minimum of 1 hour per week with mentee
4. Coordinate and implement observations of mentee a minimum of one hour per month
5. Coordinate and implement observations for mentee to observe effective instruction/best practice, a minimum of one hour per month
6. Attend a district provided five-day training program prior to in-service week around Effective Instructional Practices and/or Best Practice, inclusive of learning focused conversations/supervision.
7. Mentors will submit Teacher Support log (Appendix G) to administration at the end of each month

#### **JSCA Representative**

#### Expectations:

1. Attend majority of meetings (all if possible)
2. Actively participate in Association discussions
3. Consider needs of all students
4. Function as a liaison between teachers and association for purposes of communication
5. Regularly report to teachers on association goals, mission, activities and ideas (Faculty meeting, email, etc.)



**School Site Council Member**

Expectations:

1. Attend majority of meetings (all if possible)
2. Participate and assist with leading LCAP Parent Meetings
3. Actively participate in SSC discussions
4. Consider needs of all students when making decisions
5. Approve categorical budget
6. Assist with the development and monitoring of the Single Plan for Student Achievement (SPCA)
7. Assist with the development and monitoring of the Local Control Accountability Plan (LCAP)
8. Review how effectively the school programs and initiatives are being implemented

**Yearbook Advisor**

The Yearbook Advisor will supervise and coordinate the preparation, marketing and distribution of a quality yearbook.

Responsibilities:

1. Communicate regularly with administration, faculty and student body and encourage participation in the yearbook staff; interact in a positive manner with staff, students and parents
2. Assist in the selection of student yearbook staff members
3. Coordinate all aspects involved in publication of yearbook
4. Order all supplies necessary for yearbook related activities
5. Manage and account for funds generated by fundraising and advertising activities
6. Use computer to lay out images and text in a visually pleasing and organized format
7. Coordinate writing, editing, proofreading, and layout activities
8. Instruct students in journalism style, proofreading, editing, layout, design and sales.
9. Oversee all production activities and sales of yearbook.
10. Ensure timely distribution of all materials and delivery of annual copy for printing
11. Ensure safety of all students; supervise student members throughout the entire production process
12. Maintain respect at all times for confidential information
13. Respond to routine questions and requests in a timely, appropriate manner

**ELL Coordinator**

Expectations:

1. ELL identification and general information meeting with teachers with ELL students within the first month of new school year
2. Develop a focus for instruction/intervention and frequent progress monitoring for each ELL student
3. Meet quarterly with teachers to revise, edit, modify or adjust plan as needed based on data
4. Home visit prior to all breaks in instruction (deliver learning resources and build relationships)
5. Report quarterly to Supt/Principal the progress, including attendance, of each ELL student and ELL population as a whole group
6. Submit end of year report to district, including any recommendations for redesignation

**Component Team Leaders**  
**K-2, 3-5, 6-8**

Expectations

1. Meet two times monthly with grade level cluster
2. Facilitate team dialogue around student data and determination of tutoring and instructional needs. Track student achievement data, maintain and organize student achievement data. Support reading group assignments and reading group rosters.
3. Support teachers in entry of data for summary reports.
4. Submit a summary report quarterly to district. The report will be presented to board and other district stakeholders. The report should include a summary of student progress, growth and learning targets/goals.

**Solutions Coordinator**

Expectations:

1. Oversee the implementation of the Schoolwide Solutions components and monitor Solutions teams
2. Support the creation of Solution teams
3. Check in with committee chairpersons to provide guidance and increase their level of understanding
4. Attend schoolwide Solution events
5. Give status report of what each Solution component team is working on and their corresponding data
6. Support collection of data and prepare summary of data related to Solution team work for submission to district and sharing with stakeholders quarterly

### **Student Council Advisor Job Description**

There are a wide variety of responsibilities which come with being the Student Council Advisor. The list is not inclusive of all responsibilities but is a general overview of the expectations for the position. The majority of student activities require time and/or supervision beyond the school day. No additional pay and/or comp days will be granted for work done in capacity of Advisor. The Advisor must follow all school district policies and regulations.

Expectations:

1. Attend all student council meetings and functions
2. Communicate regularly with administration regarding planning for activities and events
3. Work with members of student council to select, plan and run a variety of student activities throughout the school year (spirit days, dances, tournaments, social breaks, etc.)
4. Coordinate fundraising efforts which support the school and student council activities
5. Discuss with administration the needs, missions and overall goals of the school so that the student council can work in tandem and conjunction with the district to support students
6. Responsible for all student council events and activities
7. Supervise students involved with student council events and activities
8. Establish a working relationship with JSCA and communicate directly with JSCA President regarding needs for support (chaperones, refreshments and/or funding)
9. Establish a working relationship with Solution chairs so that the two can support one another's goals, missions and needs
10. Promote Student Council activities through a variety of outlets for example: student council page of school website, newsletter, Class Dojo, Weekly staff bulletin.

### **Administrative Designee**

Expectations:

Perform administrative duties when principal is unavailable due to sickness or other job related duties that require principal to be away from campus for an extended period of time.

Job duties will include:

1. Low-level discipline up to and including in house alternative placement and addressing parent concerns
2. Communicates with the faculty, staff, and parents in the absence of the principal and act as a liaison between staff, students, families, and the public during principal's absence.
3. Designee maybe asked to facilitate or take notes during IEP's/Intervention Team meetings in the absence of the principal
4. When appropriate and/or necessary acknowledge visitors and determine how to best help them during principal's absence
5. Use critical judgment skills, research techniques, a basic understanding of all programs at the site and policies and procedures when needed to resolve parent problems and concerns
6. Assist with Special Events at the site in the absence of the principal
7. Communicate with the faculty, staff, and parents in the absence of the principal

During an absence of the principal that extends for more than 2 days the Administrative Designee may be provided by the district a substitute to cover classroom duties and obligations so that the Designee may fulfill the duties required of her/him as administrative designee. The request for a substitute teacher during such extended periods of administrative absence will be made by the designee. Administration and/or District office must provide designee at least 24 hours notice for planned absences and notify designee with a call or text for unplanned absences as soon as possible.